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RECORD, CASE No. 13,775.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1892.

TERM No., ~~184~~ 27

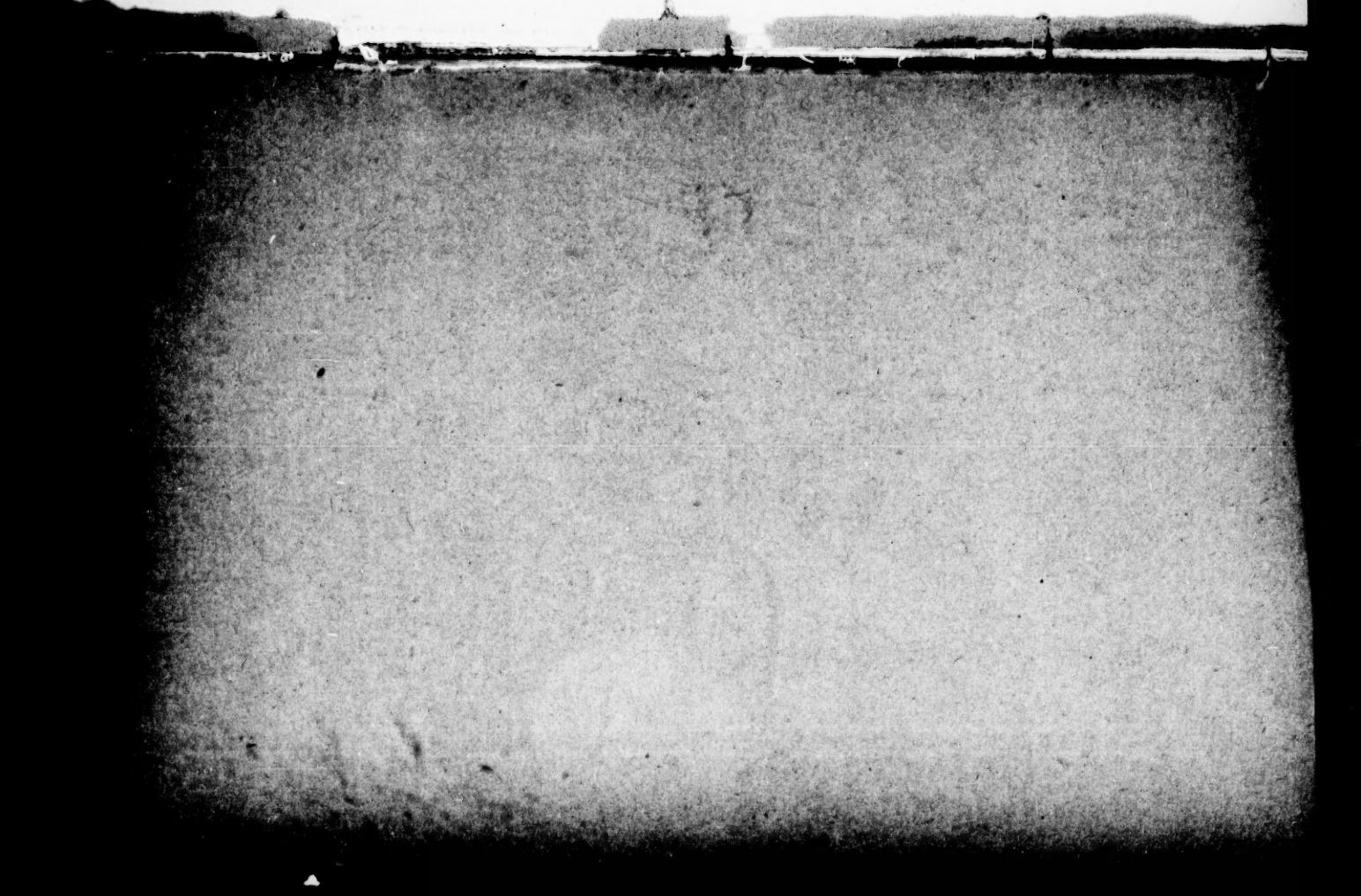
THE MISSISSIPPI MILLS AND JOEL WOOD AND WILLIAM H. LEE, PARTNERS AS WOOD & LEE, APPELLANTS,

vs.

SIMON COHN AND HIS WIFE, MRS. FANNIE COHN, AND MRS. HENRIETTA STEINHARDT.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.

FILED OCTOBER 15, 1889.



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a United States Circuit Court, 5th Circuit, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated causes. In equity.

For complainant, Mess. Wm. G. Wyly & Jno. T. Ludeling; for defendants, Mess. Boatner & Boatner & A. H. Leonard.

Transcript of appeal.

1 *Bill of Complaint.*

To the honl. the judges of the United States circuit court for the western district of Louisiana, holding session at Monroe:

Joel Wood & William H. Lee, residents and citizens of the State of Missouri, composing the commercial firm of Wood & Lee, domiciled and doing a commercial business in St. Louis, Missouri, under the firm name and style of Wood & Lee, bring this their bill of complaint against Simon Cohn and his wife, Mrs. Fannie Cohn, and his wife's mother, Mrs. Henrietta Steinhardt, all residents and citizens of the parish of East Carroll, Louisiana, and say that they are creditors of the said Simon Cohn and hold and own judgments which are due and unpaid against him as follows: That on the 29th of March, 1881, they obtained judgment in the district court of the parish of East Carroll, Louisiana, against said Simon Cohn for five hundred and thirty-nine $\frac{25}{100}$ dollars, with eight per cent. interest thereon from the 1st of January, 1881, said judgment being for goods and merchandise which complainants' said firm sold

2 to the said Simon Cohn on the 30th of October, 1880, and said judgment being rendered on the confession of said Simon Cohn in court, as will more fully appear by a duly certified copy of said suit and judgment, styled "Wood & Lee *vs.* Simon Cohn, No. 202," on the docket of the eighth district court, parish of East Carroll, which is annexed hereto for reference, marked Exhibit "A;" that said judgment was duly recorded in the Mortgage Book —, folio —, of the recorder's office of the parish of East Carroll, on the — day of ——, 1881.

Complainants allege that they are the owners of a certain other judgment, which has been duly recorded in the mortgage office of the parish of East Carroll, styled "S. B. Newman & Co. *vs.* Simon Cohn, No. 172," on the docket of the eighth district

court, parish of East Carroll, which said judgment was rendered in said court against the said Simon Cohn and in favor of the said S. B. Newman & Co. on the 2nd of April, 1881, for twenty-four thousand two hundred and eighty-two $\frac{16}{100}$ ($24,284.16) dollars, with five (5) per cent. per annum interest on $5,727.42 thereof from the 22nd of December, 1880; with eight
3 (8) per cent. per annum interest on $4,647.58 thereof from October 25, 1880; like interest on $4,685.32 thereof from November 25, 1880; like interest on $4,721.84 thereof from December 26, 1880, and like interest on $4,500.00 thereof from March 25, 1880; that said judgment is subject to a credit of $5,452.00, the proceeds of the attachment proceeding accompanying said suit, all of which will more fully appear by a full and complete transcript of said suit and judgment, styled "S. B. Newman & Co. *vs.* Simon Cohn," annexed hereto for reference, marked Exhibit "B." Complainants allege that they bought said judgment styled "S. B. Newman & Co. *vs.* Simon Cohn," through their attorney-in-fact, George A. Hero, on the 14th of September, 1885, from Samuel B. Newman, which said sale was ratified and confirmed by Samuel D. Stockman (they composing said firm of S. B. Newman & Co.) on October 14th, 1885, as will more fully appear by reference to duly certified copies of the acts of subrogation and sale from S. B. Newman & Samuel D. Stockman and the act of procuration authorizing said George A. Hero to make said purchase, hereto annexed for reference, marked Exhibits "C," "D," & "E."

Complainants allege that in 1879 & 1880 the said Simon Cohn conceived & organized a systematic scheme to defraud and
4 despoil his creditors; that he deliberately proceeded to carry it out by first establishing a large credit in different parts of the country, and then he got into his hands cash and large stocks of goods obtained on credit from complainants and other dealers, and then by rapidly selling out these goods and merchandise in original packages at a great sacrifice he converted the same into cash, and thereby placed his property beyond the reach of complainants and other creditors.

Complainants allege that in order to succeed in his vast scheme of spoliation and fraud meditated against complainants and other dealers the said Simon Cohn combined and colluded with his wife, the said Mrs. Fannie Cohn; his mother-in-law, Mrs. Henrietta Steinhardt; his brother, Alexander Cohn; his brother's book-keeper, Manfred Meyer, and his own book-keeper, John Martin, that to establish a large credit he built a fine brickstore house, made heavy shipments of cotton, and made a great show and display that he was doing a large business and quite wealthy; that this enabled him to borrow a large amount of money from his commission merchants,
S. B. Newman & Co. (to whos- claims complainants are sub-
5 rogated), and to establish a large credit with various commercial houses of New Orleans, St. Louis, & other cities; that during the year 1880 the said Simon Cohn was quite active and on the alert to use that credit to the utmost; that he bought on credit all the goods he could buy in St. Louis, Cincinnati, Evansville, Bal-

timore, & elsewhere with a view to commit a deliberate fraud and to despoil the various merchants with whom he dealt, including your complainants.

Complainants alleg- that during the fall and winter of 1880, without the knowledge of complainants and of S. B. Newman & Co. and the various merchants who were filling his orders and shipping goods to him and making advances from St. Louis, New Orleans, and other cities, the said Simon Cohn was selling in original packages, as fast as the goods arrived at Lake Providence, said goods and merchandise for cash at a rate from 25 to 50 per cent. lower than they cost at the place of purchase; that in this way said Simon Cohn got possession of a large sum of money which complainants alleg- amounts to about $50,000.00, which he withholds from his creditors and fraudulently contrives to swindle them out of the whole amount of his indebtedness to them; that, as a means

6 to compas- his ends and swindle complainants and other honest dealers, they alleg- that early in the fall of 1880 the said Simon Cohn procured his brother, Alexander Cohn, who was a merchant residing in Tensas parish, to send up to Lake Providence his clerk or book-keeper, Manfred Meyer, and in the name of the latter opened a store at Lake Providence to receive clandestinely goods from the storehouse of the said Simon Cohn, and to receive from the wharf-boat goods shipped and consigned to said Simon Cohn. Complainants allege that a storehouse was rented in Lake Providence and filled with the goods belonging to the said Simon Cohn, but the store was in the name of said Manfred Meyer as ostensible owner and conducted in his name; that said Manfred Meyer was merely an interposed party, and that the store actually belonged to said Simon Cohn, was conducted in his interest and for his benefit, and after conducting the business a year or two in the name of said Manfred Meyer said Simon Cohn finally settled up with said Manfred Meyer, paid him the salary he had earned, and took possession of the unsold goods and store fixtures after discharging said Manfred Meyer, and then assumed to carry on the mercantile business in the name of his mother-in-law, the said Mrs. Henrietta Steinhardt.

7 Complainants allege that in the fall of 1880 the said Simon Cohn opened and conducted another store in the parish of East Carroll in the name of his confidential clerk & book-keeper, John Martin, using the goods and capital of which he had despoiled his creditors as aforesaid to start up and conduct said store in the name of his said book-keeper as a party interposed, all the while he, Simon Cohn, being the actual owner, while the said John Martin was merely his employee; that subsequently the said store business was discontinued and said John Martin discharged.

Complainants allege that about the same time the said Simon Cohn started up another store at Milliken's Bend in the name of —— ——, who was merely a party interposed, and that the goods and capital employed to operate said store were part of the goods or money of which the said Simon Cohn dispoiled your complainants and his other creditors as aforesaid; that said Simon Cohn continued for

several years to conduct said store at Milliken's Bend in the name of said interposed party, and finally he discharged him and discontinued the business, being all the while the actual owner of said store.

8 Complainants alleg- that on the 2nd of March, 1880, soon after said Simon Cohn conceived the idea to perpetrate a fraud and despoil and swindle complainants and numerous other merchants, the said Simon Cohn executed a mortgage on his fine brick storehouse and lots in the town of Providence, Louisiana, for $5,800.00, in favor of his brother, Alexander Cohn, in order that, under cover of said mortgage, said property might be put beyond the reach of complainant and such other merchants as might be induced to sell goods to said Simon Cohn on his fair promise.

Complainants allege that there was no consideration for said mortgage; that it was a simulated and fraudulent transaction throughout, concocted between the said Simon Cohn and his brother, Alexander Cohn, to despoil the creditors of said Simon Cohn; that the said Simon Cohn and the said Alexander Cohn not only conspired to impose said sham mortgage, but they also conspired in the plot of sending up Manfred Meyer, the book-keeper of Alexander Cohn, to open a store and fill it with the goods of the said Simon Cohn, and thereby shelter the same from the pursuit of his creditors.

9 Complainants allege frauds and collusion between the said Simon Cohn and his wife, Fannie Cohn, and Alexander Cohn and Manfred Meyer and John Martin in opening and in operating said stores with a view to aid the said Simon Cohn to continue mercantile pursuits on a large scale upon the goods and capital of which he had despoiled complainants and other creditors, and at the same time put said property beyond the reach of said creditors of said Simon Cohn.

Complainants allege that in order to prepare himself for carrying on business and getting all the property in the name of his wife the said Simon Cohn procured a suit to be brought by his wife, the said Mrs. Fannie Cohn, against him, and by collusion and fraud allowed her to obtain judgment against him for $7,000.00 on the 15th of March, 1881, and also in said judgment had her decreed a *feme sole* and separate in property from him, all of which will appear by reference to a duly certified copy of said suit and judgment, styled F. Steinhardt *vs.* Simon Cohn, No. 178, on the docket of the eighth district court, parish of East Carroll, which said record is annexed hereto for reference, marked Exhibit "F."

10 Complainants allege that said suit and judgment is fraudulent and collusive throughout; that said Mrs. Cohn had no paraphernal funds; that if she had, which is denied, they could in no sense be endangered by his embarrassments; that, so far from injuring his wife, the object of said Cohn in procuring said suit and judgment was and is, through the powers of law, if possible, to put in her hands ultimately all of his large fortune, which he has made by despoiling and swindling complainants and other creditors with a view to do business hereafter in her name,

and thereby shelter and screne his property permenently from the pursuit of his creditors.

Complainants allege that the said Simon Cohn did fraudulently procure his brother, Alexander Cohn, to foreclose said mortgage on said brick storehouse and lots of said Simon Cohn, as will appear by said foreclosure, styled Alexander Cohn *vs.* Simon Cohn, No. 211, on the docket of the eighth district court of the parish of East Carroll, a certified copy of which, including the sheriff's deed, is hereto annexed for reference, marked Exhibit "G." They allege that said mortgage and foreclosure were simulated and fraudulent throughout; that the same was a part of the scheme concocted by said conspirators, the said Simon Cohn, the said Alexander Cohn, the said Mrs. Fannie Cohn, and the said Mrs. Steinhardt, whereby
11 the said Simon Cohn's property was to be transferred by the form of law merely from the said Simon Cohn to his said wife; that opposition was made by your complainants and the purpose of said conspiracy set out in a suit filed by your complainants in the eighth district court, parish of East Carroll, just before the sale under said foreclosure; thereupon said conspirators changed their original plan and allowed the said brick storehouse and lots to be adjudicated under said foreclosure proceeding to the said Mrs. Henrietta Steinhardt, the mother-in-law of the said Simon Cohn, who resides with him as a member of his family; that cautioned by said suit of your complainants in the district court, which has since been dismissed, wherein the pretentions of the said Mrs. Fannie Cohn were assailed and the motive of said conspirators exposed, so far as their purpose was to put the title of Simon Cohn's property in the name of his wife (her separation of property having been fraudulently obtained to prepare her to take the titles and shelter the property of Simon Cohn from the pursuit of his creditors), the said conspirators changed their original plan and have sought to lodge all the titles of Simon Cohn in the name of his mother-
12 in-law, Mrs. Henrietta Steinhardt, and also they put all the business, mercantile pursuits, and all other transactions of the said Simon Cohn in the name of Mrs. Henrietta Steinhardt, who is merely a party interposed for the purpose of holding the titles and covering up the business of said Simon Cohn until such time as he may deem it safe for his said titles and business to be lodged in the name of his said wife, Mrs. Fannie Cohn, which is the ultimate purpose of said conspiracy.

Your complainants allege that the adjudication of said brick storehouse and lots to the said Mrs. Steinhardt under said foreclosure proceedings was another step in the fraudulent combination aforesaid; that it was a mere sham to give an apparent title to the said Mrs. Steinhardt, while the said Simon Cohn is the actual owner; that he continues to occupy and exercise proprietary rights over said property just the same since said adjudication as he did before. They allege that the said Mrs. Steinhardt never paid a dollar for said property, and that her pretended title is a mere sham resorted to to enable Simon Cohn to shelter his property from the pursuit of his creditors; that during said foreclosure proceedings,

which complainants allege said Simon Cohn procured, he
13 was exceedingly anxious for the sale and at the sale he was quite willing and anxious, urging the sheriff to proceed with the sale in order to lodge the ostensible title of said storehouse and lots in the name of his said mother-in-law.

Complainants allege that the said Simon Cohn ever since said foreclosure proceedings has been largely engaged in mercantile pursuits, transacting large business, ostensibly as agent for the said Mrs. Steinhardt whom complainants allege is a mere party interposed; they allege that said Simon Cohn in the large mercantile enterprise as aforesaid is employing the capital of which he has dispoiled your complainants and other creditors, and that the large business that he is now carrying on as a merchant in said brick storehouse is entirely upon said capital and is for his own benefit, although he pretends to be acting as agent for Mrs. Steinhardt.

Complainants allege that said brick storehouse and said stock of goods, worth $15,000.00, actually belongs to said Simon Cohn; that the pretended ownership of Mrs. Steinhardt is a mere sham and fraud and the same should be decreed to be the property of Simon Cohn and subject to the payment of the judgments owned by your complainants as aforesaid.

14 Complainants allege that the said Simon Cohn has put all of his property out of his name, and that he has lodged all his titles and transacts all his business in the name of the said Mrs. Henrietta Steinhardt, pretending in all the transactions he has made with his large capital to be acting merely as the agent of the said Mrs. Steinhardt.

Complainants allege that by the fraudulent conduct of the said Simon Cohn and his co-conspirators, so far as the legal title of his property and business is concerned, he has made himself apparently insolvent; that there is no property standing in his name, nor does he conduct any business in his own name; that there is nothing that your complainants and his numerous other judgment creditors can reach under execution; that all of his large property stands in the name of his mother-in-law, the said Mrs. Henrietta Steinhardt, and that all of the large mercantile operations that he is now conducting in the parish of East Carroll are in the name of Simon Cohn, agent for the said Mrs. Henrietta Steinhardt; that for the purpose of covering up his property and defrauding his creditors the said Simon Cohn puts all his titles and transacts all his business in the name of the said Mrs. Henrietta Steinhardt, he holding her act of procuration or power of attorney to buy, to sell, to transact all
15 business as the mandatory of said Mrs. Steinhardt as fully as she can or as if he were the legal owner or had his titles and business in his own name.

Complainants allege that, as regards all the titles of property standing in the name of Mrs. Steinhardt and as regards all the large business conducted by the said Simon Cohn as agent for Mrs. Steinhardt, she is merely an interposed party, actually owns no property, actually transacts no business as a public merchant or otherwise; that she merely lends the use of her name to shelter and screen the

property and mercantile business of her son-in-law, the said Simon Cohn, with whom she lives as a member of his family and is a creature of his bounty, without means of support, and mentally disqualified from carrying on the large enterprises and transactions conducted ostensibly in her name.

Complainants allege that on the 3d of May, 1882, the said Mrs. Henrietta Steinhardt became the ostensible purchaser from John Chaffe & Sons of what is known as the John Spinnetti property, a large frame two-story storehouse at the corner of Lake & Levee streets, in block one, of the town of Providence, for the price and sum of thirty-five hundred dollars, as will more fully appear by a certified copy of said act of sale annexed hereto for reference, marked Exhibit "H."

16 Complainants allege that Simon Cohn was the actual purchaser of said property; that he purchased the same for his own benefit, investing therein part of the large capital of which he had defrauded and swindled your complainants and other creditors; that the pretended title of Mrs. Steinhardt is a mere sham; that she never paid a dollar of her own capital in said purchase; that she has no real interest in said property; that she is merely an interposed party, who allowed the use of her name to shelter and secure the title from the pursuit of your complainants and other creditors of the said Simon Cohn; that this investment of part of Simon Cohn's capital in said property in the name of said Mrs. Steinhardt is but another step of the scheme of spoliation and fraud concocted by the said Simon Cohn and his said co-conspirators to injure & defraud your complainants and prevent the enforcement of their said judgments against said property.

Complainants allege that said property ought to be decreed to belong to Simon Cohn; that the pretended title as to the said Mrs. Steinhardt should be set aside and said property subjected to be sold in satisfaction of complainant's judgment.

17 Complainants allege that, in order to carry out conveniently his systematic scheme of spoliation and fraud, the said Simon Cohn, on the 31st of July, 1882, caused himself to be appointed the general and special agent and attorney-in-fact of the said Mrs. Henrietta Steinhardt, so that while his property remains ostensibly in her name he can and will have actually the full enjoyment, use, and control thereof, with full powers to administer and dispose of all the property ostensibly belonging to said Mrs. Henrietta Steinhardt, but actually owned by *by* said Cohn himself.

Complainants allege that the said Simon Cohn, by collusion and fraud, is using the name of the said Mrs. Henrietta Steinhardt merely as a cloak or shelter to prevent molestation from his creditors while he is investing his own capital in property and business pursuits for his own benefit; that by so doing the said Cohn derives all the benefits and profits from his business and property as owner, while his creditors are deprived of their recourse upon it for payment of their just demands.

Complainants allege that the said Simon Cohn made various other investments of his surplus capital in the name of the said

Mrs. Henrietta Steinhardt; that on the 29th of September, 1882, the said Simon Cohn bought from Vincent Gargaro the large two-story frame building formerly known as the "Firemen's hall," but now known as "Cohn's opera house," on a lot situated
18 at the western corner of Lake and Church streets, fronting on Lake St., in the town of Providence, for the price of $1,750,00; that, although said Simon Cohn made the trade and purchased for himself, he caused said deed to be executed unto him as agent for the said Mrs. Henrietta Steinhardt, fraudulently taking the title in her name in order to protect said property from seizure under your complainants' said judgments; a copy of said deed is annexed hereto for reference, marked Exhibit "I." Your complainants allege that the money invested in said property now known as "Cohn's opera house" was part of the capital of which said Simon Cohn and his co-conspirators had swindled complainants and other creditors of said Simon Cohn; they allege that the said Mrs. Steinhardt is old, fe-ble-minded, and mentally incapable of conducting the large enterprises and making judicious investments of capital; that she is wholly without means to do so and actually knows nothing concerning the purchase of said opera house and other properties made by her son-in-law, Simon Cohn, as investments of *of* his own capital, but ostensibly in her name to defeat his creditors.

Complainants allege that the pretended ownership of said opera house as to the said Mrs. Steinhardt should be declared fraudulent and collusive; that the same should be decreed to be the
19 property of said Simon Cohn and subject to the judgment of complainants.

Complainants allege that all the acts and transactions complained of are the results of the scheme of spoliation and fraud of the said Simon Cohn, the said Mrs. Fannie Cohn, and the said Mrs. Henrietta Steinhardt and other co-conspirators; that they are each different steps in the fraudulent scheme concocted by said Simon Cohn and his confederates to defraud and injure complainants and their creditors; that the effect of said simulated and fraudulent acts and transactions has been to injure and despoil your complainants and to prevent the execution of their said judgments against the property of said Simon Cohn; that the said Simon Cohn is apparently insolvent, having no property standing in his own name and conducting no business in his own *in his own* name; that everything is held and conducted for him and for his benefit in the name of said Mrs. Henrietta Steinhardt as an interposing party, and that she will continue to hold the same until such time as the said Simon Cohn may deem it safe to put all his property and all his business permanently in the name of his wife, the said Mrs. Fannie
20 Cohn, and then he will pursue his business and own his property under the ostensible title of his wife, and as her agent will permanently own and enjoy all the advantages resulting from the large fortune of which, by collusion and fraud with his said co-conspirators, he has swindled your complainants and his numerous other judgment creditors.

Complainants allege that the said Simon Cohn, although obtain-

ing over $50,000.00 of capital by his scheme of fraud against his creditors, has wholly refused to pay any of them, relying upon the fraudulent titles and transactions in the name of interposed parties to set at defiance the rights of all his judgment creditors.

Complainants allege that on the — day of ——, soon after the recovery of their said judgment against Simon Cohn, they brought a suit in the eighth district court, parish of East Carroll, against the said Simon Cohn and all his said confederates for the purpose of setting aside and getting relief against all of the frauds of said confederates, detailed substantially as set out in this bill of complaint,

but that their said suit was dismissed on demurrer or excep-
21 tion in the State courts on the ground that relief cannot be had at law in a proceeding like this, as will more fully appear by a duly certified copy or transcript of said suit, styled Wood & Lee *vs.* Alexander Cohn *et als.*, No. 232 on the docket of the district court of the parish of East Carroll, hereto annexed for reference, marked Exhibit "J."

To the end thereof that the complainants may have that relief which they can only obtain in a court of equity, and that the said defendants may answer the premises, but not under oath or affirmation, the benefit whereof is expressly waived by complainants, may it please your honors to grant unto complainants citations or subpœnas, to be directed to the said Simon Cohn and the said Mrs. Fannie Cohn and the said Mrs. Henrietta Steinhardt, respectively, thereby commanding them and each of them, at a certain time and under a certain penalty therein to be limited, personally to appear before this honorable court, and then and there full, true, direct, and perfect answer make to all and singular the premises, and, further, to stand to, perform, and abide such further order, direction, and

decree therein as to this honorable court shall see- meet,
22 and that complainants may have and recover judgment decreeing that the said judgment of the said Mrs. Fannie Cohn against her husband, the said Simon Cohn, be declared collusive and fraudulent and absolutely null and void as against your complainants; that said mortgage made by the said Simon Cohn in favor of his brother, Alexander Cohn, bearing on the said brick storehouse and lots in the town of Providence, and the sale thereunder to the said Mrs. Henrietta Steinhardt be decreed collusive, fraudulent, and simulated throughout, and that said property be decreed to belong to said Simon Cohn and that the same be ordered to be sold to pay your complainants; that the stock of goods in said brick storehouse, together with all the furniture and fixtures and all the *the* bills receivable and other property and capital used by the said Simon Cohn in conducting mercantile business in said brick storehouse in the name of the said Simon Cohn, as agent for the said Mrs. Henrietta Steinhardt, be held and declared to be the property of said Simon Cohn; that a receiver be ap-

pointed to take charge of the same and the same be sold
23 to pay your complainants the amount of their said judgments; also that your complainants have judgment decreeing that the large two-story frame building and lots situated at the

corner of Lake & Levee streets, in block one, known as the Spinnetti property, and being the same purchased in the name of the said Mrs. Henrietta Steinhart from the said John Chaffe & Sons, be declared to be the property of the said Simon Cohn; that the title of the said Mrs. Henrietta Steinhardt thereto was simulated, fraudulent, and collusive, and that said property be sold to pay and satisfy *pro tanto* the said judgments of your complainants; also your complainants pray that they may have and recover judgment decreeing that the title of the said Mrs. Henrietta Steinhardt in and to that certain two-story frame building and lots situated at the corner of Church and Lake streets, in the town of Providence, now known as "Cohn's opera house," be declared to be simulated, collusive, and fraudulent and null and void, and that said property be decreed to belong to the said Simon Cohn and the same be
24 ordered to be sold to pay the judgments of your complainants, and that your complainants may have such further or other relief in the premises as the nature and the circumstances of the case may require and to your honors shall seem meete.

W. G. WYLY,
Attorney & Solicitor.
LUDLING & STILLMAN,
Solicitors.

Endorsed: In equity. Circuit court of the United States for the western district of Louisiana. No. 111. Wood & Lee *vs.* Simon Cohn *et al.* Bill of complaint. Filed November 30th, 1885. J. B. Beattie, d'y cl'k.

25 EXHIBIT "A," FILED WITH BILL.

To the honorable the judge of 8th district court in and for the parish of East Carroll:

The petition of Joel Wood & William H. Lee, composing the commercial firm of Wood & Lea, domicilled and doing a commercial business in St. Louis, Missouri, under the firm name and style of Wood & Lee, with respect shows—

That Simon Cohn, residing in the parish & State aforesaid, is justly owing them the full sum of five hundred & thirty-nine $\frac{25}{100}$ dollars, with 8 per cent. per annum interest thereon from 1st January, 1881, as will appear by an itemized account, marked "A," annexed hereto and made part hereof.

Petitioners allege amicable demand and refusal to pay.

Wherefore they pray that said Simon Cohn may be duly cited to answer hereto, and, on trial, that he be condemned to pay them said sum of $539.25, with 8 % interest thereon from 1st January, 1881, and costs and for general relief.

W. G. WYLY, *Att'y.*

Endorsed as follows:

Petition, account, & confession of judgment. Filed March 28th, 1881. F. H. G. Taylor, d'y clerk.

26 STATE OF MISSOURI, } ss:
City of St. Louis, }

J. W. Smythe, being duly sworn, on his oath says that he is in the employ of Wood & Lee (a firm composed of Joel Wood & W. H. Lee), doing business in said city of St. Louis, Missouri; that the annexed account, in favor of said firm and against S. Cohn, of Lake Providence, Louisiana, is just, true, and correct; that all just and lawful credits have been allowed and made, and that the full sum of five hundred & thirty-nine dollars and twenty-five cents, as therein claimed, is still remaining wholly unpaid and justly due.

J. W. SMYTHE.

Sworn to & subscribed before me this thirteenth day of December, A. D. 1880.

Witness my hand and official seal.

C. D. GREENE, JR.,
Commissioner for Louisiana, of St. Louis, Missouri.

27 "A."

Terms, net cash, 60 days after date.

ST. LOUIS, *October 30th*, 1880.

Mr. S. Cohn, Lake Providence, La., bought of Wood & Lee, redistillers, rectifiers, & wholesale liquor dealers.

All our sales are based upon Government *guage* at St. Louis. This, with a clear bill of lading, ends our responsibility.

3 brls.	Double Anchor, 143 G.,	1.17		167 31
2 "	Mill Creek Bourbon, 91^{80} G.,	1.60		146 88
1 "	Pickwick Club, 46^{46}	"	1.20	60 40
1 "	Holl. gin, 45	"	1.25	56 25
1 "	N. Y. brandy, 48	"	1.25	50 00
1 "	port wine, 45	"	.95	42 75
Drayage				90
$595 insurance, C., 8%				4 76
				539 25

I acknowledge the above account, five hundred and thirty-nine $\frac{25}{100}$ dollars, is justly owing by me to plaintiffs, Mess. Wood & Lee, and I confess judgment for said amount, with 8% interest thereon, from the 1st January, 1881. I waive citation.

This 3rd Feb., 1881.

S. COHN.

Attest: W. G. WYLY.

28 *Answer.*

8th District Court, Parish of East Carroll.

WOOD & LEE
vs.
SIMON COHN.

Now comes defendant and, for answer to plaintiffs' petition, admits he owes plaintiffs, as alleged, $539.25, and interest thereon at 8%, and, waiving legal delays, confesses judgment therefor. Said debt bears interest at 8% from 1st January, 1881.

S. COHN,
In Pro. Persona.

Endorsed as follows: Filed March 28th, 1881. F. H. G. Taylor, d'y clerk.

Judgment.

8th District Court, Parish of East Carroll, La.

WOOD & LEE
vs.
SIMON COHN.

By reason of the law and the evidence being in favor of plaintiffs, Wood & Lee, and against defendant, Simon Cohn, and by further reason of confession of judgment, made final by proof in open court, it is ordered that there be judgment in favor of said plaintiffs against said defendant, Simon Cohn, for five hundred and thirty-nine $\frac{25}{100}$ dollars, with 8% interest thereon from 1st January, 1881, & costs.

Read & signed in open court on this 29th day of March, 1881.

E. J. DELONY,
Judge 8th Judicial District.

29 I hereby certify that the above judgment is duly recorded in Mortgage Record "U," folio 166.

Witness my hand and seal of office this the 29th day of March, A. D. 1881.

GEO. J. HOOK,
D'y Recorder.

STATE OF LOUISIANA,
Parish of East Carroll.

I, Wm. Rous, clerk of the 8th district court in and for said parish and State, duly commissioned and qualified, do hereby certify that the foregoing four (4) pages contain a full, true, and correct transcript of all the proceedings had in the suit of Wood & Lee *vs.* Simon Cohn, numbered 202 on the docket of the eighth judicial district court in and for the parish of East Carroll, State of Louisiana,

as taken from the records of said court and the original papers now on file in my office, and I further certify that the judgment in said suit is duly recorded in Mortgage Book " U," folios 266, under date of March 29th, 1881.

[SEAL.] Witness my hand and seal of office this 27th day of November, A. D. 1885.

WM. ROUS,
Clerk 8th District Court.

30 EXHIBIT " B," FILED WITH BILL.

Be it known and remembered that on the 27th day of December, A. D. 1880, Messrs. S. B. Newman & Co., through their attorneys, Messrs. J. M. Hennedy & W. G. Wyly, filed in the office of the clerk of the eighth judicial district court of the parish of East Carroll, Louisiana, their petition against Simon Cohn, alleging that said Cohn owed them certain sums of money, and praying that judgment be rendered against him in accordance with prayer of their petition; which said petition is in the following words and figures, to wit:

Petition.

To the honorable the judge of the 8th dist. court in and for the parish of East Carroll, La.:

The petition of Samuel B. Newman & Samuel D. Stockman, constituting the commercial firm of S. B. Newman & Co., domiciliated and doing business in the city of New Orleans, La., and both residents of said city, with respect shows—

That Simon Cohn, who resides in your said parish, is indebted unto petitioners, said commercial firm of S. B. Newman & Co., in the full sum of twenty-four thousand two hundred & eighty-two $\frac{16}{100}$ dollars ($24,282.16), with interest as is hereafter alleged, and that said indebtedness is for the following reasons, to wit:

31 That during the year 1880 petitioners' said firm were the cotton factors and commission merchants of said Cohn, and, as such, at various times paid his sight drafts, advanced him moneys, accepted and paid his time drafts, shipped him money, paid freight and insurance, and sold his cotton, giving him credits therefor, the whole forming a running account between said Cohn and petitioners as his commission merchants & cotton factors; that the balance due petitioners by reason of and on said running account on the 22nd day of December, 1880, was the sum of five thousand seven hundred & twenty-seven & $\frac{42}{100}$ dollars, which is now due petitioners and unpaid. An itemized bill is hereto annexed for reference, marked "A."

That petitioners are also the holders and owners for value of the four several promissory notes of said Cohn, all made by him to the order of petitioners' said firm, made payable at the Canal bank in said city of New Orleans, La., one for the sum of four thousand six hundred & forty-seven & $\frac{58}{100}$ dollars, dated 1880, and due and pay-

able on Oct. 28th, 1880; another for the sum of four thousand six hundred & eighty-five & $\frac{32}{100}$ dollars, dated ——, 1880,
32 due & payable on Nov. 28th, 1880; another for the sum of four thousand seven hundred and twenty-one & $\frac{84}{100}$ dollars, dated 1880, due & payable on the 28th of Dec., 1880, and the last for the sum of four thousand five hundred dollars, dated 1880, due and payable on March 28th, 1881, all of which notes will be produced on trial hereof, thus making the sum of eighteen thousand and five hundred and fifty-four and $\frac{74}{100}$ dollars owing by said Cohn to petitioners on the above-mentioned notes, with 8 % per annum interest on each one thereof from the date of their respective maturities; that the first two of the aforesaid notes are overdue, and the other two, though not yet quite due, are owing by said Cohn to petitioners, and all are unpaid; that the amount due and owing on open account, as above set out, and the amounts owing on the above-described notes, making the aforesaid total sum of twenty-four thousand two hundred and eighty-two $\frac{16}{100}$ dollars, is the sum herein sued for, with 5 % per annum interest on the aforesaid balance of open account from Dec. 22nd, 1880, & interest on said notes as claimed above.

33 Petitioners allege amicable demand and non-payment.

Petitioners further show that said S. Cohn has mortgaged, assigned, or disposed of, or is about to mortgage, assign, or dispose of, his property, rights, or credits, or some part thereof, with the intention to defraud his creditors or give an unfair preference to some of them, and that he has converted or is about to convert his property into money or evidences of debt with the intention to place it beyond the reach of his creditors.

Wherefore, considering all the foregoing premises, petitioners pray that a writ of attachment may be issued against said Cohn and his property, rights, and effects may be seized & held thereunder to an amount sufficient to pay all the claims and demands herein set up; that said Cohn may be cited and, on trial had, petitioners may have judgment against him for the full sum herein claimed, viz., the sum of twenty-four thousand and two hundred and eighty-two & $\frac{16}{100}$ dollars, with interest as hereinbefore claimed, & all costs of suit; that the attachment herein sued out may be maintained, and
34 their privilege as attaching creditors recognized and sustained. Pray also for all general and equitable relief in the premises.

J. M. KENNEDY,
W. G. WYLY, *Att'ys.*

STATE OF LOUISIANA, }
Parish of East Carroll. }

Samuel D. Stockman, one of the plaintiffs in the foregoing petition of S. B. Newman & Co. against Simon Cohn, being duly sworn, says that all the allegations of the said foregoing petition are true and correct, and that the debt therein sued for is really owing by said Cohn to petitioner's said firm of S. B. Newman & Co.

SAM'L D. STOCKMAN.

Sworn to and signed before me this 27th day of December, 1880.

E. J. DELONY,
Judge 8th Judicial District.

Upon reading and considering the foregoing petition and affidavit it is ordered that a writ of attachment issue as prayed for, upon plaintiffs giving bond and security as directed by law, viz., in a sum equal to that claimed in said petition.

Done and signed in chambers this 27th day of December, 1880.

E. J. DELONY,
Judge 8th Judicial District.

35 And endorsed on the foregoing petition are the following words and figures, to wit:

No. 172. S. B. Newman & Co. *vs.* S. Cohn. Petition, ac., & bond. Filed Dec. 27th, 1880. F. H. G. Taylor, d'y cl'k.

36 STATE OF LOUISIANA, }
Parish of East Carroll. }

Eighth District Court.

S. B. NEWMAN & Co. }
vs. }
S. COHN. }

Know all men by these presents that we, S. B. Newman & Co., as principal, and L. G. Balfour, W. G. Wyly, & J. M. Kennedy, as sureties, are held and firmly bound unto C. A. Hedrick, clerk of the said court, in the sum of twenty-five thousand dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successors in office; for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents, this the 27th day of December, A. D. 1880.

Whereas the said S. B. Newman & Co. hath this day presented a petition for an order thereon to the clerk of said court authorizing and requiring him to issue a writ of attachment in the above-styled case:

Now, the condition of the above obligation is that we, the above-bound S. B. Newman & Co. and Balfour, Wyly, & Kennedy, will well and truly pay the said Hedrick, clerk, or his successors in office all such damages as may be recovered against us in case it
37 should be decided that the attachment was wrongfully obtained.

S. B. NEWMAN & CO.,
Per S. D. STOCKMAN.
L. G. BALFOUR.
W. G. WYLY.
J. M. KENNEDY.

Filed Dec. 27th, 1880.

F. H. G. TAYLOR, *D'y Cl'k.*

38 *Writ of Attachment.*

THE STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

The State of Louisiana and said court to the sheriff of the parish of East Carroll, Greeting:

Whereas due proof has been made before the 8th district court of East Carroll parish by plaintiffs herein that Simon Cohn is indebted unto said plaintiffs, S. B. Newman & Co., in the sum of $24,282.10, with interest on $5,727.42 thereof at 5% per annum from judicial demand, and interest on the following portions thereof at 8% per annum, viz: on $4,647.28 from October 28th, 1880; on $4,685.32 from Nov. 28th, 1880; on $4,721.84 from Dec. 28th, 1880, and on $4,500 from March 28th, 1881:

Now, therefore, you are commanded, in the name of the State of Louisiana and of the eighth district court of the parish of East Carroll, to seize and attach, according to law, and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of the said Simon Cohn, if any
39 you find in said parish, to the amount of what will suffice the said debt and costs of suit, and make return of this writ and endorse thereon the manner in which you have executed it before our court according to law.

Witness the Honorable E. J. Delony, judge of said court, and the seal of said court, the 27th day of December, A. D. 1880.

F. H. G. TAYLOR,
[SEAL.] *D'y Cl'k of said Court.*

Return of Sheriff on Attachment.

Received the within writ of attachment, together with certified copy of same, on Wednesday, December the 27th, A. D. 1880, and on the same day, month, & year signed, attached, and took into my possession the property described and attached to this writ as follows, viz: Lots of ground Nos. 8, 9, 10, 11, 12, & 13, in block No. 2, as per plat of C. W. Babbitt, civil engeneer, situated in the town of Lake Providence, La., together with the brick store and other buildings thereon, with the stock of general merchandise, wares, & fixtures in said store & warehouse, together with the books of accounts & other evidences of indebtedness to the defendant, as per in-
40 ventory & statement hereto attached & made part of this return, which said property I appraised in presence of two witnesses to be worth as follows:

The said six lots, with the buildings & improvements thereon, at $6,000.00—

Subject to a mortgage in favor of Alexander Cohn for the sum of $5,800.00, bearing 8% per annum from 2nd day of March, 1880.

The stock of goods, wares, & merchandise in bulk, at $8,155.00.

Also the furniture, &c., in Firemen's hall this day seized in suit No. 171, the accounts, &c., $250.00; furniture, &c., $1,250—$1,500,00.

And on said 27th day of December, 1880, I served copy by handing the same to Simon Cohn, defendant, in person in the town of Lake Providence, in said parish and State.

M. S. POWELL, *Sh'ff.*

Attest: A. G. BELDEN.
J. M. KENNEDY.

41 *Citation.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

S. B. NEWMAN
vs.
SIMON COHN. } No. 172.

The State of Louisiana and said court to Simon Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said S. B. Newman & Co., a duly certified copy of which accompanies this citation, or to deliver your answer to the said petitioner, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for ev-ry ten miles your residence may be distant from the court-house of said parish and according to law.

Witness the Honl. E. J. Delony, judge of said court, [SEAL.] and the seal of said court, this the 27th day of December, A. D. 1880.

C. A. HEDRICK, *Clerk,*
By F. H. G. TAYLOR, *D'y Cl'k.*

Delivered Dec. 27th, 1880.

F. H. G. TAYLOR, *D'y Cl'k.*

42 *Sheriff's Return on Writ of Citation.*

Received the within citation and a certified copy of plaintiffs' petition on Monday, December the 27th, A. D. 1880, and on the same day, month, and year served said copies by handing the same to Simon Cohn in person in the town of Providence, East Carroll parrish, La.

M. S. POWELL, *Sh'ff.*

Endorsed: Citation. Returned & filed March 22nd, 1881. F. H. G. Taylor, d'y cl'k.

Abstract of Minutes of Court.

TUESDAY, *March 22nd*, 1881.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; M. S. Powell, sheriff, and F. H. G. Taylor, d'y clerk.

* * * * * * *

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

Default.

42½ *Petition & Order to Sell the Property Attached.*

8th District Court, Parish of East Carroll, Louisiana.

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

Now comes the plaintiffs and show to the court that under a writ of attachment issued in this case the sheriff has seized a stock of goods, wares, & merchandise, being the stock in trade of the defendant with which he was carrying on a general merchandise business at the time of said seizure; that said attached property is of a perishable nature and some thereof is subject to be entirely lost and all to be deteriorated during the pendency of the suit, all of which will be seen by reference to the return of the sheriff on said writ of attachment, and that in view of the foregoing facts they desire to have said attached property sold as perishable property under the authority of art. 362 of the Code of Practice. Wherefore, considering the premises & the law, they pray the court to order the sale of said attached property under the provisions of said article 261 of the Code of Practice, & for all proper orders & relief in the premises.

W. G. WYLY,
J. M. KENNEDY, *Att'ys.*

43 I hereby certify that the property attached in this case is of a perishable nature, and that some thereof is liable to be whol-y lost and all to be deteriorated during the pendency of the suit.

M. S. POWELL, *Sh'ff.*

Upon reading & considering the foregoing petition and certificate of the sheriff, and considering the perishable nature of the property attached and its liability to be lost or deteriorated during the pendency of this suit, it is ordered, under the authority of art.

261 of the Code of Practice, *and* that the property attached in this case be sold at public auction after the usual advertisement and after being appraised by two experts appointed by the sheriff for that purpose, the proceeds of such sale to remain on deposit in the hands of the sheriff until the final decision of the suit.

Done & signed in chambers this 10th day of Jan'y, 1881.

E. J. DELONY,
Judge 8th Judicial Dist.

44 *Sheriff's Return.*

Received the within & foregoing order on Monday, the 10th day of January, A. D. 1881, and on the 15th day of the same month & year advertised said property for sale in the "Lake Providence Herald," a newspaper published weekly in said parish, to be sold in the town of Lake Providence, in said parish and State, on Saturday, the 29th day of same month & year, for cash, according to appraisement. Before proceeding to make said sale — William N. White and John L. Martin experts to apprais- said property and caused them to subscribe an oath to truly apprais- the same; whereupon we delivered said goods in the following lots and appraised them at the price affixed in figures opposite each lot as follows, to wit:

Lot No. 1, comprising dry goods & notions		$1,800 00
" 2, "	boots & shoes	850 00
" 3, "	clothing	1,250 00
" 4, "	gents' furnishing goods	300 00
" 5, "	hats & caps	525 00
" 6, "	groceries	300 00
" 7, "	hardware	325 00
" 8, "	glass, tin, & crockery ware	275 00
" 9, "	saddlery	190 00
" 10, "	wood & willow ware & paper hangings	200 00
45 Lot No. 11, comprising furniture, mat-rasses, & trunk		800 00
Lot No. 12, comprising liquors, cigars, &c.		600 00
" 13, "	store, bar, & office fixtures	375 00
" 14, "	cooking stoves	365 00
Am't forwardded		6,015 00
Amounting to		$8,155 00

And on the said day of sale, between the hours prescribed by law, I proceeded to make said sale, adjourning the same from the door of the court-house to the storehouse lately occupied by Simon Cohn, defendant, in the town of Providence, in said parish and State, wherein the goods advertised were situated, so that the bidders might see the same.

At said place I read the foregoing order and advertisement of sale and offered said goods for sale at public auction in an audible voice

whereupon the following persons became the purchasers of the lots & for the prices affixed opposite their names, for which they paid respectively in cash, and said goods were accordingly adjudicated to them, each being the highest and last bidder for the lot or lots adjudicated to him, and the price given being two-thirds or more of the appraised value thereof:

46	Jacob Stein became the purchaser of lots 1, 2, 3, 4, 5, 7, 8, 9, & 14 for the sum of	$3,856 00
	Mr Meyer became the purchaser of lots 6, 10, 11, & 13 for the sum of	1,120 00
	Frank D'Rago became the purchaser of lot 12 for	476 00
	Said sale amounting in aggregate to	5,452 00

M. S. POWELL, *Sh'ff.*

Abstract from Minutes.

MONDAY, *March 28th*, 1881.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; A. G. Beldon, d'y sh'ff, & F. H. G. Taylor, d'y cl'k.

S. B. NEWMAN & Co. *vs.* S. COHN. } No. 172.

Supplemental and amended petition filed.

Supplemental & Amended Petition.

8th District Court, Parish of East Carroll, La.

S. B. NEWMAN & Co. *vs.* S. COHN. } No. 172.

Now comes plaintiffs and, with leave of the court first had and obtained, file this supplemental and amended petition, and, first adopting and reiterating all the allegations and prayer of
47 the original petition herein, show to the court—

That the prom. note for the sum of $4,647.58 sued upon in the original petition was dated March 25th, 1880, and made payable in seven month- from said date; the one for $4,685.32 was dated of the same date & made payable in eight months thereafter; the one for $472.84 was also of the same date & made payable in nine months from date, and the one for $4,500.00 was dated November 25th, 1880, and made payable in four months from its date.

That since the filing of this suit the two last notes mentioned in this and the original petition have become due and payable.

Wherefore they pray for leave to file this supplemental and amended petition and for judgment against the defendant for the

full amount set forth in the original petition, to wit, the sum of $24,282.16, & interest as claimed, maintaining the attachment sued out & recognizing their attaching creditors' lien & privilege as granted by law and as prayed for in the original petition.
48 Plaintiffs adopt and make part of this petition the prayer of the original petition; pray for costs & general relief.

J. M. KENNEDY AND
W. G. WYLY, *Att'ys.*

Def't Accepts Service of Amended Petition.

I accept service of this supplemental petition & waive citation to save costs.
March 28, 1881.

S. COHN.

Endorsed: Filed March 28, '81. F. H. G. Taylor, d'y cl'k.

49 *Abstract from Minutes.*

TUESDAY, *March 29th*, 1881.

Court met pursuant to adjournment.
Present: His honor E. J. Delony, judge; M. S. Powell, sheriff, & F. H. G. Taylor, d'y cl'k.

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

Default on amended petition.

FRIDAY, *April 1st*, 1881.

Court met pursuant to adjournment.
Present: His honor E. J. Delony, judge; M. S. Powell, sh'ff, & F. H. G. Taylor, d'y cl'k.

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

Judgment by default made final by due proof. See decree.

Note of Evidence.

8th District Court, East Carroll P'h, Louisiana.

S. B. NEWMAN & Co.
vs.
SIMON COHN. } No. 172.

FRIDAY, *April 1st*, 1881.

This case being taken up for trial, the following note of evidence was taken:

Plaintiff offers in evidence account current, marked "A," annexed to the petition; also the four (4) promissory notes sued upon, marked respectively "B," "C," "D," & "E."

50 W. G. WYLY testifies:

W. G. Wyly, being duly sworn for pl'ffs, deposes & says that in the presence of one of the plaintiffs, S. D. Stockman, and in presence of witness Simon Cohn, after examining the ac. sued upon, which sets out the amount of the notes, admitted that it was correct, & that he owed plaintiffs $24,282.16, as stated in the ac. annexed to the petition.

WILLIAM ROUS testifies:

William Rous, being sworn for plaintiffs, says that he has known the defendant for five years. He (defendant) has been a merchant, doing a general merchandise business in the town of Providence, in this parish.

Witness is also a merchant, doing business in the same place. Mr. Cohn's business was not that of a jobber, but that of an ordinary retail merchant. The term (jobber) as here used means a person who sells to other merchants in large quantities. Witness states last fall just before the institution of this attachment suit he bought himself from Mr. Cohn and knows of other merchants buying
51 from him goods at less than their marked value and less than they could be bought elsewhere & delivered here for. This was contrary to the ordinary rules of business & unusual. The goods thus sold were staple goods, such as pork, meal, flour; they were such goods as do not become unsailable. Some of these goods were sold immediately upon their arrival and delivered from the wharf-boat without the packages being *being* broken. With this class of goods Mr. Cohn was not overstocked at that time, but sometimes he sold himself short. Witness states that Providence is a small town, and that the manner of doing business as detailed by him was very irregular and out of the ordinary course of doing business in this place and contrary to the manner in which Mr. Cohn had previously been conducting his business.

J. C. PITTMAN sworn:

J. C. Pittman, being duly sworn, says that he has known Simon Cohn (the defendant) for over two years, during which time
52 both defendants and witness have been merchants, doing general merchandise business in the town of Providence, in this parish. Witness states that having heard the testimony of the previous witness, Wm. Rous, and being acquainted with the facts concerning which he testified, he corroborates his said testimony throughout.

C. R. EGELLY testifies:

C. R. Egelly, being duly sworn, says that he has known the defendant Cohn above five years. He knows that during that time

he (Cohn) was a merchant doing an ordinary merchandise business in the town of Providence, in this parish. He (witness) is a notary and general collecting agent, and was formerly for years in the mercantile business.

Witness has the collection of foreign bills to make nearly every day from the different merchants in town, & from the nature of his business he is well acquainted with the manner of doing business by the merchants in the town of Providence and with their commercial relations. Witness was acquainted with the kind and man-
53 ner of business done by Mr. Cohn. Having had read to him the testimony of the previous witnesses, Wm. Rous, witness states that he is acquainted with the facts concerning which he testified and cor-oborates the testimony of said Rous fully & completely. Just a short time previous to the institution of this suit witness knows of Mr. Cohn selling goods for future delivery—that is, while the goods were *in transitu*—as he was informed by Mr. Cohn, and in their original packages, & these goods were sold below the market rates & at less than it would cost to deliver them here. These goods were staple articles, such as pork, meal, flour, &c., and at that time Mr. Cohn was not overstocked with such articles.

Mr. KENNEDY testifies:

J. M. Kennedy, being duly sworn, says that he presented the account "A," annexed to the petition, to Mr. Cohn. Mr. Cohn examined it and acknowledged that it was correct and that he was owing the amount as stated, including the notes sued upon. He (witness) also knows, from statements made to him by Mr. Cohn, that
54 for 2 or three months previous to the institution of this suit he had sold large quantities of his goods to other merchants in the original packages, and that these goods were delivered from the wharf-boat and never went into Mr. Cohn's store; that some of them were shipped down the river from the wharf-boat to a merchant in the town of Milliken's Bend. He also knows of Mr. Cohn paying a debt which he claimed to owe by giving to his alleged creditor a lot of pork.

Plaintiffs' counsel introduces in evidence the mortgage given by defendant to his brother, Alexander Cohn, on the 2nd day of March, 1880, before S. D. Olliver, notary public, recorded in the mortgage records of this parish in Mortgage Book "T," folios 24 & 25, with leave to furnish copy.

Witness Kennedy stated that he knows that the property mentioned in this mortgage is all the real estate owned by Simon Cohn; which knowledge he derives from Cohn himself and from the records of this parish.

I hereby certify that the foregoing six (6) pages contain all the evidence taken in the trial of the above-entitled case.

F. H. G. TAYLOR, *D'y Clerk.*

55 "E."

Note.

$4,500.00. LAKE PROVIDENCE, LA., 25 *Nov.*, 1880.

Four months after date I promise to pay to the order of S. B. Newman & Co., at the Canal bank, in New Orleans, forty-five hundred dollars for value received, with interest, at the rate of eight per cent. per annum after maturity, until paid.

S. COHN.

"B."

$4,647.58. LAKE PROVIDENCE, LA., 25*th M'ch*, 1880.

Seven months after date I promise to pay to the order of S. B. Newman & Co., at the Canal bank, in New Orleans, forty-six hundred & forty-seven $\frac{58}{100}$ dollars for value received, with interest, at the rate of eight per ct. per annum after maturity, until paid.

S. COHN.

"D."

$4,685.32. LAKE PROVIDENCE, LA., 25*th March*, 1880.

Eight months after date I promise to pay to the order of S. B. Newman & Co., at the Canal bank, in New Orleans, forty-six hundred & eighty-five $\frac{32}{100}$ dollars for value received, with interest, at the rate of eight per cent. per annum after maturity, until paid.

S. COHN.

56 "C."

$4,721.84. LAKE PROVIDENCE, LA., 25*th March*, 1880.

Nine months after date I promise to pay to the order of S. B. Newman & Co., at the Canal bank, in New Orleans, forty-seven hundred and twenty-one $\frac{84}{100}$ dollars for value received, with interest, at the rate of eight per cent. per annum after maturity, until paid.

S. COHN.

57 "A."

Simon Cohn, Esq., in % with S. B. Newman & Co.

DEBITS.

1880.					
M'ch 27.	To acc. P. Sokolosky, due 26 July		650	149	21 52
April 7.	" dr'ft S. W. Davis		298 49	259	17 15
May 11.	" acc. J. Levy, due 4 Oct.	231 80			
	" " W. H. Letchford, due 4 Oct.	1,375 70			
			1,607 50	79	28 23
	" dr'ft Katz & Barnett		183 80	218	8 91
June 2.	" acc. B. Rosenberg, due 23 Oct.		861 80	60	11 49
	" " A. Lehman & Co., " 18 Nov.		350 00	34	2 64
11.	" " Chas. Moss & Co., " " Oct.	575			
17.	" " Wolf & Marks, " " " "	746 41			
			1,321 41	65	19 08
21.	" dr'ft Saller, Levin & Co.		193 92	184	7 93
July 7.	" " V. M. Purdy		195 00	168	7 28
23.	" " his order		200	152	6 76

Aug.	2.	" acc. Moses Sobe & Co., due 2 Nov.	950		50	10 56
	5.	" " Chas. Moss & Co., " 5 Oct.	300		78	5 20
	16.	" dr'ft Meyer Bros.	40		128	1 14
	23.	" " Schmidt & Zeigler, 37.86; dr'ft S. H. Goldberg, 100.00	137	86	121	3 71
Sept.	3.	" acc. Chas. Moss & Co., due 1 Dec.	540		21	2 52
	4.	" " Claflin, Thayer, ex., " 23 Jan'y, '81	700			
	6.	" dr'ft A. Neddeshurt	35		107	83
	16.	" rend. per White & ins.	501	25	97	60 80
	17.	" acc. Imbs, Meyer & Co., due 15 Nov.	220	43	37	1 81
	27.	" dr'ft Sells & Co., 109; dr'ft Jacob Kaiser & Co., 57.70	166	70	86	3 19
	29.	" " Flash, Preston & Co.	49	95	84	93
Oct.	7.	" acc. Meyer Bros. & Co., due 30 Dec., '80	458	80		
	13.	" rend. per blanks & ins.	501	25	70	7 79
	14.	" dr'ft his order, 350; dr'ft V. M. Purdy, 400	750	00	69	11 50
	15.	" " M. Meyer, 261.53; dr'ft Henry Ames & Co., 181.48	443	01	68	6 69
	16.	" " J. C. Pittman	200		67	2 98
	22.	" " Katz & Barnett, 48.52; dr'ft G. Cupples & Co., 168.89	217	41	61	2 94
	25.	" " Jos. Frank & Co.	449	75	58	5 80
	26.	" acc. Chas. Moss & Co., due 17 Dec.	783		5	87
		" dr'ft Meyer Bros. & Co.	93	94	57	1 19
58						
	28.	" " his order	300		55	3 67
	29.	" " Meyer Bros.	313	12	54	3 76
Nov.	1.	" " S. L. Boyd, 34.75; C. R. Egelly, 150.00; M. Meyer, 193.67	378	42	51	4 28
	2.	" " W. H. Letchford	275	12	50	3 06
	5.	" " M. Mayer	200		47	2 09
	11.	" " P. Sokolosky & Co., 50; V. M. Purdy & Co., 218.90	268	90	41	2 45
	13.	" " pd. fr't hat, A. N. Cummings	6		39	05
	17.	" dr'ft Moses Sobe & Co., 251.37; C. R. Eggelly, 202.23	453	60	35	3 53
	18.	" acc. A. Lehman & Co., due 14 Dec.	242	89	8	43
	22.	" dr'ft H'y Ames & Co.	112	47	30	75
	24.	" " Jno. Frank & Co., 57.14; A. Neddeshurt, 175.83	232	97	28	1 45
	25.	" " Imbs, Meyer & Co.	151	22	27	91
	26.	" " Meyer Bros.	322	11	26	1 86
Dec.	13.	" " A. Lesser	359	50	9	72
	22.	" balance of interest at 8 %	118	65		
			17,135	24		240 45

CREDITS.

1880.						
April	3.	By proc. 4 b. c.	208	0		
	24.	" " 9 "	208	05	263	12 16
May	13.	" " 1 "	368	26	242	19 79
	22.	" " 4 "	34	42	223	1 68
	29.	" " 4 "	117	19	214	5 56
June	26.	" " 5 "	172	97	207	7 96
July	13.	" " 9 "	217	98	179	8 67
	20.	" " 1 "	373	44	162	13 43
Sept.	11.	" " 1 "	40	65	155	1 41
	14.	" " 1 "	41	99	102	95
	25.	" " 1 "	23	78	99	53
Oct.	2.	" " 4 "	54	49	88	1 06
59			200	53	81	3 62
	7.	" " 3 "	122	27	76	2 06
	9.	" " 1 "	43	35	74	71

	12.	"	"	8	"		340 03	71	5 36
	14.	"	"	1	"		41 93	69	64
	16.	"	"	1	"		39 48	67	58
	23.	"	"	15	"		596 45	60	7 95
	26.	"	"	1	"		44 74	57	57
	30.	"	"	14	"		579 38	53	6 82
Nov.	6.	"	"	9	"		382 03	46	3 90
	11.	"	"	8	"		275 88	41	2 51
	13.	"	"	8	"		335 08	39	2 90
	18.	"	"	13	"		460 71	34	3 48
	20.	"	"	2	"		71 30	32	50
	30.	"	"	14	"		566 60	22	2 77
Dec.	4.	"	"	22	"		750 89	18	3 00
	7.	"	"	6	"		319 98	15	1 07
	11.	"	"	1	"		41 02	11	10
	16.	"	"	1	"	42 97	42 97	6	06
		"	cash balance to debit				5,727 42		
	22.	"	note our favor, due 28 M'ch, '81				4,500 00		
							17,135 24		121 80

Recapitulation.

Cash balance due us this date		5,727 42
Note our favor, due 28 Oct., '80	4,647 58	
" " " " 28 Nov., "	4,685 32	
" " " " 28 Dec., "	4,721 84	
" " " " 28 M'ch, '81	4,500 00	
		18,554 74
Total due us this date		$24,282 16

New Orleans, 25th December, 1880.

S. B. NEWMAN & CO.

60 *Judgment.*

8th District Court, Parish of East Carroll, Louisiana.

S. B. NEWMAN & Co.
vs.
S. COHN. } No. 172.

This case coming up regularly for trial and being tried by reason of defaults herein being regularly taken and in no way set aside, and plaintiffs having full power — their demand, the law and evidence being in their favor and against defendant, it is therefore ordered, adjudged, and decreed that the plaintiffs, S. B. Newman & Co., do have and recover judgment against the defendant, Simon Cohn, for the sum of twenty-four thousand and two hundred & eighty-two & $\frac{16}{100}$ — ($24,282.16), with 5% per annum interest on five thousand seven hundred and twenty-seven $\frac{42}{100}$ dollars thereof from December 22nd, 1880; 8% per annum interest on four thousand six hundred & forty-seven $\frac{58}{100}$ dollars from October 25th, 1880; like interest on four thousand six hundred & eighty-five $\frac{32}{100}$ dollars from November 25th, 1880; like interest on four thousand seven hundred & twenty-one $\frac{84}{100}$ dollars from December 26th, 1880, and like interest on four thousand five hundred dollars from
61 March 25th, 1880, and for all costs of suit.

And the law and evidence further being in favor of plain-

tiffs and against defendant, it is also ordered, adjudged, & decreed that the attachment herein sued out be maintained on all the property attached, and the lien and privilege of attaching creditors be recognized and confirmed on the same in favor of plaintiffs, to date from the 27th day of December, 1880, the date of the seizure thereof, and that the proceeds of the sale of personal property attached herein and sold as "perishable" property on the 29th day of January, 1881, under the order of this court rendered on January 10th, 1881, in accordance with article 261 of the Code of Practice, to wit, the sum of five thousand & four hundred & fifty-two dollars ($5,452.00), be paid over and delivered to plaintiffs on this judgment; and it is further ordered, adjudged, and decreed that the sum of ($116.50) one hundred and sixteen & $\frac{50}{100}$ dollars unavoidable and necessary expenses incurred by the sherif- and disbursed by him in making the attachment herein & the aforesaid sale be re-
62 tained out of the sum to be paid over to plaintiffs as aforesaid, same not to be construed as including any fees or costs of the clerk or sheriff or printer provided for & fixed by law in the fee bills for such officers, and that the keeper's fees herein be fixed at seventy-five dollars.

Read and signed in open court this 2nd day of April, 1881.

E. J. DELONY,
Judge 8th Judical District.

S. B. Newman & Co. Notifies Cohn of the Assignment of Their Ac. against Him.

NEW ORLEANS, 1 *February*, 1881.

S. B. NEWMAN & CO. *vs.* SIMON COHN. } Attachment Suit in Carroll Parish, La.

We hereby assign, transfer, and set over to the Canal Bank of New Orleans the above claim in the attachment against S. Cohn, and authorize our attorney to pay over to them whatever sum is realized on the same.

S. B. NEWMAN & CO.

Attest: A. W. CUMMINGS.

63 The suit of S. B. Newman & Co. *vs.* S. Cohn is hereby acknowledged to be bought on account of and for the benefit of the New Orleans Canal & Banking Company to the extent of forty-six hundred & forty-seven $\frac{58}{100}$ dollars of the amount sued for, that being the amount of a certain promissory note dated Lake Providence, La., 25th March, 1880, 7 mos., & payable 25–28 Oct., 1880, for the sum of forty-six hundred & forty-seven $\frac{58}{100}$ dollars, held and owned by the bank, included in the notes sued upon but held & owned by the bank, and sued in the name of S. B. Newman & Co. for convenience only.

S. B. NEWMAN,
S. D. STOCKMAN,
Composing Firm of S. B. Newman & Co.

Mr. S. Cohn:

You will please take notice that the suit of S. B. Newman & Co. *vs.* S. Cohn is brought for the account and benefit of the New Orleans Canal & Banking Company to the extent of the amount of four thousand six hundred & forty-seven $\frac{58}{100}$ dollars, being the amount of a certain note made by said S. Cohn, dated 25th March,
64 1881, payable seven months after date, held and owned by the b'k, sued upon in said suit by S. B. Newman & Co. for and on account of the bank; and this notice is given you to inform you that said note for $4,647.58 had been and was at the date of the institution of this suit transferred & assigned to said bank, the owners thereof.

J. C. MORRIS,
Pres't New Orleans Canal & Banking Co.

Service of the within notice accepted and cognizents taken thereof April 7th, 1881.

S. COHN.

Attest: J. M. KENNEDY.

Simon Cohn Grants Mortgage to Alexander Cohn.

STATE OF LOUISIANA, }
Parish of East Carroll. }

Be it known and remembered that this day before me, Sanders D. Olliver, notary public in and for said parish & State, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Simon Cohn, a resident of the said parish and State, who de-
65 clared unto me, notary, that he is justly and truly indebted unto Alexander Cohn, a resident of the parish of Tensas, in this State, who is personally present, accepting for himself, in the full sum of five thousand eight hundred dollars, good & lawful money of the United States, for the payment of which the said Simon Cohn has this day executed his two certain promissory notes, each payable to his own order and by him endorsed, the first for the sum of three thousand dollars, due and payable on the 2nd day of March, A. D. 1881, and the second for the sum of twenty-eight hundred dollars, due & payable on the 2nd day of March, A. D. 1882, both bearing interest at the rate of 8% per annum from date hereof til- paid, which said notes I, the said notary, have this day marked "*ne varietur*" and signed officially in order to identify them with this act, and have delivered the same to the said Alexander Cohn, mortgagee, who hereby acknowledges receipt thereof.

66 Now, in order to secure the punctual and final payment of said notes, together with the interest to accrue thereon, and, furthermore, to secure the payment & reimbursement of any and all attorneys' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said notes or either of them in principle and interest or any part thereof, which attor-

neys' fees are hereby fixed at 5% on the amount so in suit, said mortgager hereby consenting and agreeing to pay *and* all the same, the said Simon Cohn hereby mortgages, affects, and hypothecates unto and in favor of the said Alexander Cohn, as well as in favor of any & all future holder or holders of said notes or either of them, the following-described property, to wit:

All that certain portion of ground, together with the brick store and other buildings & improvements thereon, situate, lying, and being in the town of Providence, in this said parish & State, and designated and laid off as lots Nos. eight, nine, ten, eleven,
67 twelve, & thirteen, in block No. two, as per plat of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee St., on the south by Second St., on the west by Sparrow St., and on the north by lots Nos. seven & fourteen, in said block No. two, being the same lots acquired by this mortgageor from Messrs. Richardson & May, as per deed passed before Andrew Hero, notary public, on the 7th day of March, A. D. 1878, and duly recorded in the recorder's office of this parish in Notarial Book "P," folios 690 & 691; and the said Simon Cohn hereby binds himself and his heirs not to alienate, deteriorate, nor encumber the said property to the prejudice of this mortgage until the full and final payment of said notes.

The mortgagee hereby dispenses with the production of the mortgage certificate required by article 3364 of the Civil Code of this State, and hold- me, notary, harmless for the non-production of the same at the passing hereof.

Thus done and passed at my office, in the town of Provi-
68 dence, in said parish & State, in presence of Robert P. Jones & Frank S. Garner, witnesses of lawful age, who hereto sign their names, they being residents of this parish, together with the said parties and me, notary, on this the 22nd day of March, A. D. 1880.

S. COHN.
A. COHN.

Attest: ROB'T P. JONES.
FRANK S. GARNER.

[SEAL.] S. D. OLLIVER,
Notary Pub.

STATE OF LOUISIANA,
Parish of East Carroll.

I hereby certify that the foregoing mortgage is duly recorded in my Notarial Book "A," folios 120 & 121.

Given under my hand & seal this 2nd day of March, A.
[SEAL.] D. 1880.

S. D. OLIVER,
Notary Public.

69 STATE OF LOUISIANA,
Parish of East Carroll.

Eighth District Court.

I, William Rous, clerk of the honl. court above mentioned in & for the aforesaid State and parish, duly commissioned and qualified, do hereby certify that the above and foregoing forty-three pages of writing contains a true, correct, and complete transcript of all the documents filed, all the pleadings and proceedings had, orders granted, testimony offered and received, and decrees and judgments rendered in the case wherein S. B. Newman & Co. are plaintiffs and Simon Cohn is defendant, and numbered on the docket of the aforesaid court 172.

In testimony whereof I have this day signed my name hereto officially and affixed the impress of the seal of the 8th dist. court of East Carroll parish, Louisiana, at office, in the town of Lake Providence, on this 30th day of September, 1885.

[SEAL.] WM. ROUS,
Clerk 8th District Court.

70 Endorsed: Transcript of proceedings in case of S. B. Newman & Co. *vs.* Simon Cohn. No. 171. In the 8th district court of the parish of East Carroll, Louisiana. United States circuit court, western dist. of La. No. 111. Wood & Lee *vs.* Simon Cohn *et als.* Exhibit "B." Filed Nov. 30th, 1885. J. B. Beattie, d'y cl'k.

71 EXHIBIT "C," FILED WITH BILL.

STATE OF LOUISIANA,
Parish & City of New Orleans.

Be it known that on this fourteenth day of September, in the year of our Lord one thousand — & eighty-five, and of the independence of the United States of America the one hundred and tenth, before me, Andrew Hero, Jr., a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witness hereinafter named and undersigned, personally came and appeared Samuel B. Newman, a member of and herein representing the late firm of S. B. Newman & Co., of this city, who declared that whereas under date of the second day of April, eighteen hundred & eighty-one, judgment was rendered *was rendered* and signed in favor of said firm of S. B. Newman & Co. and against Simon Cohn, of the parish of East Carroll, in this State, by the hon. eighth judicial district court of the State of Louisiana for said parish of East Carroll, decreeing that
72 said S. B. Newman & Co. should have and recover of and from said Simon Cohn the sum of twenty-four thousand two hundred and eighty-two $\frac{16}{100}$ dollars, with interest at the rate of five per cent. per annum on five thousand seven hundred and twenty-seven $\frac{42}{100}$ dollars thereof from December 22, 1880, and at the rate

of eight per cent. per annum on four thousand six hundred & forty-seven $\frac{58}{100}$ dollars thereof from October 25, 1880, and like interest of eight per cent. per annum on four thousand six hundred and eighty-five $\frac{32}{100}$ dollars from November 25, 1880, and on four thousand seven hundred and twenty-one $\frac{84}{100}$ dollars from December 26, 1880, and on four thousand & five hundred dollars from March 25, 1880, together with all costs of suit, with recognition and maintenance of the attachment that had been sued out in said cause upon all the property attached and the lien and privilege of attaching creditors recognized and confirmed on the same in favor of said plaintiffs to date from December 27, 1880, the
73 date of seizure thereof, and that the proceeds of the sale of personal property attached and sold as perishable property on January 29, 1881, under the order of said court rendered on January 10, 1881, in accordance with article 261 of the Code of Practice, to wit, the sum of five thousand four hundred and fifty-two dollars, be paid over and delivered to plaintiffs (S. B. Newman & Co.) on said judgment; also that the sum of one hundred and sixteen $\frac{50}{100}$ dollars, unavoidable and necessary expenses incurred by the sheriff and disbursed by him in making the attachment & the aforesaid sa*il*, be retained out of the sum to be paid to plaintiffs as aforesaid, same not to be construed, however, as including any fees or costs of the clerk or sheriff or printer provided for and fixed by law in the fee bills for such officers, and that the fees of keepers be fixed at seventy-five dollars;

And whereas Messrs. Wood & Lee, a copartnership of St. Louis, in the State of Missouri, composed of Joel Wood & W. H.
73½ Lee, have proposed to purchase the above-mentioned judgment from said S. B. Newman & Co. upon the condition that they shall be subrogated in and to any and all rights, actions, mortgages, liens, and privileges of said S. B. Newman & Co. in and to said judgment, with all rights, actions, liens, and privileges thereto attached:

Now, therefore, in consideration of the premises and of the sum of one thousand dollars unto S. B. Newman & Co. in hand paid in ready current money at the execution hereof by said Messrs. Wood & Lee, through their authorized agent, George A. Hero, of this city, the receipt whereof is hereby acknowledged by said Samuel B. Newman for and on behalf of his firm, said Samuel B. Newman moreover declared in his said capacity that he does by these presents, in the name and behalf of his said firm of S. B. Newman & Co., transfer, assign, and set over, but without any warranty whatever and not even for a restitution of the price herein paid in case of loss, unto the said Messrs. Wood & Lee the herein-
74 before described and specified judgment rendered by the eighth judicial district court of the State of Louisiana in and for said parish of East Carroll, on April 2, 1881, in favor of said S. B. Newman & Co. against Simon Cohn for the sum of twenty-four thousand two hundred and eighty-two $\frac{16}{100}$ dollars, with interest, costs, &c.

And in order to enable the said Messrs. Wood & Lee to obtain

and receive the balance due on said judgment, with all costs, interest, charges, and expenses thereto attached or that may become due thereon, said Samuel B. Newman, in the name and behalf of his said firm, moreover declared that he does by these presents transfer, assign, & set over unto the aforesaid Messrs. Wood & Lee, who are herein represented by their said agent, George A. Hero, by virtue of the annexed power of attorney executed by them on September 9, 1885, before Charles D. Green, Jr., a commissioner of this State at St. Louis, Missouri, and is here present and accepting in their behalf, all and singular the rights, interest, privileges,
75 claims, and demands of every nature and kind whatever which said Messrs. S. B. Newman & Co. has, ever had, or may have in and to the aforedescribed judgment and in and to all mortgages, liens, and privileges thereto attached or securing payment of the amount involved, and moreover subrogates said Wood & Lee in and to the same and any and all rights, liens, privileges, mortgages, remedies, or recourses secured by or resulting from said judgment, with full power and authority to exercise and enforce the same to the like extent that said S. B. Newman & Co. might or could have done if this assignment and subrogation had never been made or executed.

Thus done and passed in my office, in New Orleans aforesaid, in the presence of John J. Ward & Henry Govan, witnesses, both of this city, who hereunto sign their names with the parties and me, the said notary, the day and date aforesaid.

(Original signed) S. B. NEWMAN.
GEO. A. HERO.

JNO. J. WARD.
HENRY GOVAN.

ANDREW HERO, JR., *Not. Pub.*

76 A true copy of the original on file and of record in my office.

New Orleans, September 14th, 1885.

[SEAL.] ANDREW HERO, *Not. Pub.*

14th September, 1885. Subrogation by S. B. Newman & Co. to Messrs. Wood & Lee.

77 EXHIBIT "D," FILED WITH BILL.

Power of Attorney.

Know all men by these presents that we, Wood & Lee (a mercantile firm composed of Joel Wood & Wm. H. Lee), acting herein by said Joel Wood, of the city of St. Louis, in the State of Missouri, have made, constituted, and appointed and by these presents do make, constitute, and appoint George A. Hero, of No. 17 Commercial place, New Orleans, Louisiana, our true and lawful attorney for us and in our name, place, and stead to appear before Andrew Hero, Jr., notary public in said city of New Orleans, and accept for us and in our names an assignment and subrogation from S. B. Newman,

of No. 171 Gravier St., New Orleans, La., to us of a certain judgment rendered in the eighth district court for the parish of East Carroll, at Lake Providence, in favor of S. B. Newman & Co. against Simon Cohn, with full authority to make, execute, acknowledge, and deliver any and every written evidence of such acceptance, assignment, and subrogation which may be necessary in the premises, giving & granting to our said attorney full power and authority to do and perform all and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as we might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby ratifying and confirming all that our said attorney or his substitute may or shall lawfully do or cause to be done by virtue hereof.

78

In testimony whereof we have caused these presents to be signed by our Mr. Joel Wood with his seal, at St. Louis, Mo., this ninth day of September, 1885.

(Signed) WOOD & LEE,
Per JOEL WOOD.

GILBERT ELLIOTT.
GEO. S. ROBERTSON.

STATE OF MISSOURI, }
City of St. Louis, } *ss:*

I, Charles D. Green, Jr., a commissioner for Louisiana at St. Louis, Missouri, certify that on this ninth day of September, A. D. 1885, before me personally appeared Joel Wood, a member of the firm of Wood & Lee, to me known personally and known to be a member of said firm, and signed the within instrument in my presence and that of the two witnesses whosnames are thereunto subscribed as such, and he acknowledged that he had executed the same for the consideration and purpose therein mentioned and set forth as his act and deed and as the act and deed of his said firm.

79

[SEAL.] In witness whereof I have hereto set my hand and official seal, at St. Louis, Missouri, this ninth day of September, in the year 1885.

(Signed) C. D. GREEN, JR.,
Commissioner for Louisiana at St. Louis, Missouri.

STATE OF LOUISIANA, }
City of New Orleans. }

I, Andrew Hero, Jr., a duly commissioned and qualified notary public in and for the parish of Orleans, State of Louisiana, do certify that the above and foregoing is a true copy of the original power of attorney annexed to and made part of an act of subrogation executed by S. B. Newman on behalf of S. B. Newman & Co. and Messrs.

Wood & Lee, before me, undersigned notary, on September
80 14, 1885, and extant on my notarial archives.

Witness my hand and seal at New Orleans this September 28, 1885.

ANDREW HERO, *Not. Pub.*

81 EXHIBIT "E," FILED WITH BILL.

STATE OF LOUISIANA,
Parish & City of New Orleans.

Be it known that on this fourteenth day of September, in the year of our Lord one thousand eight hundred and eighty-five and of the Independence of the United States of America the one hundred and tenth, before me, Andrew Hero, Jr., a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared—

Samuel B. Newman, a member of & hereby representing the late firm of S. B. Newman & Co., of this city, who declared that whereas under date of the second day of April, eighteen hundred and eighty-one, judgment was rendered and signed in favor of said firm of S. B. Newman & Co. & against Simon Cohn, of the parish of East Carroll, in this State, by hon. eighth judicial district court of the State of Louisiana for said parish of East Carroll, decreeing that said
S. B. Newman & Co. should have and recover of and from
82 said Simon Cohn the sum of twenty-four thousand and two hundred and eighty-two $\frac{16}{100}$ dollars, with interest at the rate of five per cent. per annum; on five thousand seven hundred and twenty-seven $\frac{42}{100}$ dollars thereof from December 22, 1880, at the rate of eight per cent. per annum; on four thousand six hundred and forty-seven $\frac{58}{100}$ dollars thereof from October 25, 1880, and like interest of eight per cent. per annum on four thousand six hundred and eighty-five $\frac{32}{100}$ dollars from November 25, 1880, and on four thousand seven hundred and twenty-one $\frac{84}{100}$ dollars from December 26, 1880, and on four thousand five hundred dollars from March 25, 1880, together with all costs of suit, with recognition and maintenance of the attachment that had been sued out in said cause upon all the property attached and the lien and privilege of attaching creditors recognized and confirmed on the same, in favor of said plaintiffs, to date from December 27, 1880, the date of seizure thereof, and that the proceeds of the sale of personal property attached and sold as perishable property on January 29, 1881,
83 under the order of said court rendered on January 10, 1881, in accordance with article 261 of the Code of Practice, to wit, the sum of five thousand & four hundred & fifty-two dollars, be paid over and delivered to plaintiffs (S. B. Newman & Co.) on said judgment; also that the sum of one hundred and sixteen $\frac{50}{100}$ dollars, unavoidable and necessary expenses incurred by the sheriff and disbursed by him in making the attachment and the aforesaid sale, be returned out of the sum to be paid to plaintiffs as aforesaid, same

not to be construed, however, as including any fees or costs of the clerk or sheriff or printer provided for and fixed by law as the fee bills for such officers, and that the fees of keeper be fixed at seventy-five dollars;

And whereas Messrs. Wood & Lee, a copartnership, of St. Louis, in the State of Missouri, composed of Joel Wood & W. H. Lee, have proposed to purchase the above-mentioned judgment from said S. B. Newman & Co. upon the condition that they shall be subrogated in and to any and all rights, actions, mortgages, liens, and
84 privileges of said S. B. Newman & Co. in and to said judgment, with all rights, actions, liens, and privileges thereto attached:

Now, therefore, in consideration of the premises and of the sum of one thousand dollars unto said S. B. Newman & Co. in hand paid in ready current money at the execution hereof by said Messrs. Wood & Lee, through their authorized agent, George A. Hero, of this city, the receipt thereof is hereby acknowleged by said Samuel B. Newman for and on behalf of his firm, said Samuel B. Newman moreover declared in his capacity that he does by these presents, in the name and behalf of his said firm of S. B. Newman & Co., transfer, assign, and set over, but without any warranty whatever and not even for the restitution of the price herein paid in case of loss, unto the said Messrs. Wood & Lee the hereinbefore described and specified judgment rendered by the eighth judicial district court of the State of Louisiana in and for said parish of East Carroll on April 2, 1881, in favor of said S. B. Newman & Co. against
85 Simon Cohn for the sum of twenty-four thousand two hundred and eighty-two $\frac{16}{100}$ dollars, with interest, costs, etc.

And in order to enable the said Wood & Lee to obtain and receive the balance due on said judgment, with all costs, interest, charges, and expenses thereto attached or that may become due thereon, said Samuel B. Newman, in the name and behalf of his said firm, moreover declared that he does by these present- transfer, assign, and set over unto the aforesaid Messrs. Wood & Lee, who are herein represented by their said agent, George A. Hero, by virtue of the annexed power of attorney, executed by them on September 9, 1885, before Charles D. Green, Jr., a commissioner of this State, at St. Louis, Missouri, and is here present and accepting in their behalf, all and singular the rights, interests, privileges, claims, and demands of every nature and kind whatever which said Messrs. S. B. Newman & Co. have or ever had or may have in and to aforedescribed judgment and in and to all mortgages, liens, and
86 privileges thereto attached or securing payment of the amount involved, and moreover subrogate said Wood & Lee in and to the same and any and all rights, liens, privileges, mortgages, remedies, or recourse secured by or resulting from said judgment, with full power and authority to exercise and enforce the same to the like extent that said S. B. Newman & Co. might or could have done if their assignment and subrogation had never been made or executed.

Thus done and passed in my office, in New Orleans aforesaid, in

the presence of John J. Ward and Henry Govan, witnesses, both of this city, who hereunto sign their names with the parties and me, the said notary, the day & date aforesaid.

(Original signed) S. B. NEWMAN.
GEO. A. HERO.

HENRY GOVAN.
JNO. J. WARD.

ANDREW HERO, JR., *Not. Pub.*

87 STATE OF LOUISIANA, }
City of New Orleans. }

I, Samuel D. Stockman, having been with S. B. Newman, the sole members of S. B. Newman & Co., do hereby approve and ratify the foregoing and within assignment and subrogation and invest the same with the like force and validity as if I had made and executed the same in person in conjunction with said S. B. Newman.

New Orleans, October 14, 1885.

Attest: JNO. B. RICHARDSON.
Attest: JNO. J. WARD.

(Signed) SAM'L D. STOCKMAN.
[SEAL.] ANDREW HERO, JR., *Not. Pub.*

A true copy of the original on file in my office. New Orleans, October 16th, A. D. 1885.

ANDREW HERO, *Not. Pub.*

88 [Endorsed:] No. 111. U. S. circuit court, western district of La. Wood & Lee *vs.* Simon Cohn *et als.* Exhibits C, D, & E. Subrogation by S. B. Newman & Co., to Messrs. Wood & Lee. Filed Nov. 30th, 1885. J. B. Beattie.

89 EXHIBIT "F," FILED WITH BILL.

Judgment.

8th District Court, Parish of East Carroll, Louisiana.

F. STEINHARDT } No. 178.
vs.
SIMON COHN.

This case coming up for trial and being tried on petition, answer, & proof, and the law & the evidence being in favor of plaintiff and against defendant—

It is therefore ordered, adjudged, and decreed that plaintiff have judgment of separation of property, and that the community of acquets and gains subsisting between plaintiff and defendant be disallowed, and that she be allowed to administer her own affairs in her own way; and it is further ordered, adjudged, and decreed that plaintiff recover of defendant the sum of four thousand dollars,

with 5% per annum interest from judicial demand, and all costs of suit.

Read and signed in open court on this the 15th day of March, A. D. 1881.

E. J. DELONY,
Judge 8th Judicial District.

90 STATE OF LOUISIANA,
Parish of East Carroll.

I, Wm. Rous, clerk of the 8th district court in and for said parish and State, duly commissioned and qualified, do hereby certify that the above and foregoing is a true & correct copy of the judgment rendered in the above-styled suit as taken from the original on file in my office.

[SEAL.] Witness my hand and seal of office this 2nd day of December, A. D. 1885.

WM. ROUS,
Clerk 8th District Court.

91 EXHIBIT "G," FILED WITH BILL.

8th District Court, Parish of East Carroll.

ALEX. COHN
vs.
SIMON COHN. } No. 211.

EXHIBIT "G."

92 *Petition.*

To the hon. the judge of the 8th judicial district of the State of Louisiana in and for the parish of East Carroll:

The petition of Alexander Cohn, a resident of the parish of Tensas, with respect shows—

That Simon Cohn, residing in East Carroll parish, is indebted unto him in the full sum of three thousand two hundred and forty dollars, with 8% per annum interest from the 2nd day of March, 1880, for this: that on said 2nd day of March, 1880, said Simon Cohn executed his certain promissory note for said sum, bearing 8% per annum interest from date, payable to his own order on the 2nd day of March, 1881, and that said note being duly endorsed by said Simon Cohn and put upon the market has come into petitioner's hands in due course of trade, and petitioner is the legal owner and holder thereof. Said note is hereto annexed as part hereof, marked "A."

Petitioner shows further that said Simon Cohn on the same day executed his other certain promissory note for the sum of
93 twenty-eight hundred dollars, bearing 8% per annum interest from date, payable on the 2nd day of March, 1882, to his own order; which said note is duly endorsed by said Simon Cohn

and your petition- is the legal owner and holder of the same, and said Simon Cohn is therefore indebted unto him in said amount and interest. Said note is hereto annexed as part hereof, marked "B."

Petitioner shows that in order to secure the payment of said two notes, interests, and attorneys' fees said Simon Cohn did, on the said 2nd day of March, 1880, mortgage and hypothecate by notarial act unto your petitioner and all future holder or holders of said notes the following-described property, to wit: All that certain portion of ground, together with the brick store and other buildings and improvements thereon, situate, lying, and being in the town of Providence, said parish and State, being lots eight, nine, ten, eleven, twelve, & thirteen, in block No. 2, as per plat of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee St., on the south by Second St., on the west by Sparrow St., and
94 on the north by lots Nos. seven & fourteen, in said block No. two, being the same lots acquired by the mortgager from Mess. Richardson & May on the 7th March, 1878; and said mortgagor did in said act of mortgage agree and bind himself to pay the attorneys' fees incurred in closing the mortgage, not to exceed 5 per cent.

Shows that said act of mortgage is duly of record in the mortgage office of said parish, in Mortgage Book "T;" all of which will more fully appear by reference to said act of mortgage, a certified copy of which is hereto annexed as part hereof, marked "C."

Now, petitioner shows that notwithstanding amicable demand no part of said indebtedness has been paid.

Wherefore he prays that said Simon Cohn have due notice of this proceeding, and that your honor grant him an order for the seizure and sale of said property in due form of law to pay said note now due, and on terms of credit to correspond with the falling due of the other note described and set forth in this petition.

95 For all necessary orders in the premises.

F. F. MONTGOMERY, *Att'y.*

Order for Seizure & Sale.

Upon reading and considering the foregoing petition and documents "A," "B," & "C" thereto annexed it is ordered that a writ of seizure and sale issue to the sheriff of East Carroll parish to seize and sell, according to law, the property described in the petition and act of mortgage to pay the notes therein set forth and attached to the petition and the attorneys' fees, as set forth.

Done and signed in chambers on this the 24th day of May, A. D. 1881.

E. J. DELONY,
Judge 8th Judicial Dist.

96 "A."

$3,000.00. PROVIDENCE, LA., *March 2nd*, 1880.

On the 2nd day of March, 1881, after date, I promise to pay to

the order of myself the sum of three thousand $\frac{00}{100}$ dollars, value received, with interest at the rate of eight per cent. per annum from date hereof until paid.

No. —. Due ——.

S. COHN.

[Written across the face in red ink:] "*Ne varietur.*" Providence, parish of East Carroll, La., March 2nd, 1880. Secured by mortgage this day passed before me. S. D. Olliver, notary public.

Endorsed as follows:
6167. S. Cohn. 3-240. Mar. 5. S. Cohn.

"B."

$2,800.00. PROVIDENCE, LA., *March 2nd*, 1880.

On the second day of March, 1882, after date, I promise to pay to the order of myself the sum of twenty-eight hundred $\frac{00}{100}$ dollars, value received, with interest at the rate of eight per cent. per annum from date hereof until paid.

No. —. Due ——.

S. COHN.

[Written across the face in red ink:] "*Ne varietur.*" Providence, parish of East Carroll, La., March 2nd, 1880. Secured by mortgage this day passed before me. S. D. Olliver, notary public.

Endorsed: S. Cohn.

97 "C."

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known and remembered that this day before me, Sanders D. Olliver, notary public in and for said parish and State, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Simon Cohn, a resident of this said parish and State, who declared unto me, notary, that he is justly and truly indebted unto Alexander Cohn, a resident of the parish of Tensas, in this State, who is personally present, accepting for himself, in the full sum of five thousand eight hundred dollars, good and lawful money of the United States, for the payment of which the said Simon Cohn has this day executed his two certain promissory notes, each payable to his own order and by him endorsed, the first for the sum of three thousand dollars, due and payable on the 2nd day of March, 1881, and the second for the sum of twenty-eight hundred dollars, due and payable on the 2nd day of March, A. D. 1882, both bearing interest at the rate of eight per cent. per annum from the date hereof till paid; which said notes I, the said notary, *has* this day
98 marked "*ne varietur*" and signed officially in order to identify them with this act and have delivered the same to

the said Alexander Cohn, mortgagee, who hereby acknowledges receipt thereof.

Now, in order to secure the punctual and final payment of said notes, together with the interest to accrue thereon, and, furthermore, to secure the payment and reimbursement of any and all attorneys' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said notes or either of them in principal and interest or any part thereof, which attorneys' fees are hereby fixed at 5% on the amount so in suit, said mortgagor hereby consenting and agreeing to pay and allow the same, the said Simon Cohn hereby mortgages, affects, and hypothecates unto and in favor of the said Alexander Cohn, as well as in favor of any and all future holder or holders of said notes or either of them, the following described-property, to wit: All that certain portion of ground, together with the brick store and other buildings and improvements thereon,
situate, lying, and being in the town of Providence, in this said
99 parish and State, and designated and laid off as lots Nos. 8, 9, 10, 11, 12, & 13, in block No. 2, as per plot of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee street, on the south by Second St., on the west by Sparrow St., and on the north by lots Nos. seven & fourteen, in said block No. two, being the same lots acquired by this mortgager from Mess. Richardson & May, as per deed passed before Andrew Hero, notary public, on the 7th day of March, A. D. 1878, and duly recorded in the recorder's office of this parish in Notarial Book "P," folios 690 & 691; and the said Simon Cohn hereby binds himself and his heirs not to *aleviate*, deteriorate, nor encumber the said property to the prejudice of this mortgage until the full and faithful payment of said notes.

The mortgagee hereby dispenses with the production of the mortgage certificate required by article 3364 of the Civil Code of this State and holds me, notary, harmless for the non-production of the same at the passing thereof.

Thus done and passed at my office, in the town of Providence, in said parish and State, in presence of Robert P. Jones & Frank S. Garner, witnesses of lawful age, who hereto sign their names, they being residents of this parish, together with the said parties and me, notary, on this the 2nd day of March, A. D. 1880.

S. COHN.
A. COHN.

Attes-: ROBERT P. JONES.
100 FRANK S. GARNER.

S. D. OLIVER,
Notary Public.

STATE OF LOUISIANA, }
Parish of East Carroll. }

I hereby certify that the foregoing mortgage is duly recorded in my Notarial Book "A," folios 120 & 121.

Given under my hand & seal this 2nd day of March, A. D. 1881.

S. D. OLIVER,
Notary Public.

STATE OF LOUISIANA,
Parish of East Carroll.

I hereby certify the above and foregoing to be a true copy of the original on file and of record in my office in Mortgage Book "T," folios 24 & 25.

Given under my hand and official seal this 21st day of March, 1881.

GEO. J. HOOK,
D'y Recorder.

Endorsed as follows:

No. 211. Alexander Cohn *vs.* Simon Cohn. Pet. & documents & orders. Filed May 24, 1881. F. H. G. Taylor, d'y clerk.

101 *Notice of Order of Seizure & Sale.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

ALEXANDER COHN
vs.
SIMON COHN. } No. 211.

To Simon Cohn, residing in said parish and State, Greeting:

You are hereby notified that on the 24th day of May, 1881, an order of seizure and sale was granted by the Hon. E. J. Delony, judge of the court aforesaid, in the above styled and numbered case, ordering and decreeing the seizure and sale of the following-described mortgage property, to wit: All that certain portion of ground, together with the brick store and other buildings and improvements thereon, situate, lying, & being in the town of Providence, in this said parish and State, and designed and laid off as lots Nos. 8, 9, 10, 11, 12, & 13, in block No. 2, as per plot of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee St., on the south by Second St., on the west by Sparrow St., and on the north by lots Nos. 7 & 14, in said block No. 2, to pay and satisfy two promissory notes drawn by said Simon Cohn March 2nd, 1880, and payable to his own order and by him endorsed, and both bearing 8 % per annum interest from date, one for three thousand
102 dollars, due and payable on the 2nd day of March, 1881, and the other for two thousand eight hundred dollars, due and payable on the 2nd day of March, 1882; said order of seizure & sale is made also to satisfy the att'ys' fees and all costs of this proceeding & $2 50 recorder's fees.

Now, you are hereby notified that if the aforesaid debt, interest, & costs is not paid within three clear days from the service hereof, adding one day for every 20 miles between the place of your residence and the residence of the hon. judge aforesaid, a writ of seizure and sale will be issued against said property to enforce said order and decree.

Witness the Hon. E. J. Delony, judge of said court, and the seal of said court, this the 24th day of May, 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAULOR, *D'y Clerk*.

Sheriff's Return on Notice of Seizure & Sale.

Received the within notice, together with a certified copy hereof, on Tuesday, May 24th, 1881, and on the 25th day of the same month and year served said copy by handing the same to Mrs. Fannie Cohn, wife of Simon Cohn, in person, a person ap-
103 parently above the age of fourteen years, who was at and resided at the residence of Simon Cohn, in the town of Providence, East Carroll parish, La., he being absent from home at the time of serving hereof.

M. S. POWELL, *Sheriff*,
By J. M. FULLERTON.

Endorsed as follows:
Returned and filed May 31st, 1881. F. H. G. Taylor, d'y clerk.

Writ of Seizure and Sale.

STATE OF LOUISIANA, }
Parish of East Carroll. }

8th District Court.

ALEXANDER COHN }
vs. } No. 211.
SIMON COHN. }

The State of Louisiana and said court to the sheriff of the parish of East Carroll, Greeting:

We command you that by seizure and sale of the following-described mortgaged property belonging to Simon Cohn, situate in the town of Providence, in said parish & State, to wit, all that certain portion of ground, together with the brick store and other buildings and improvements thereon, being lots 8, 9, 10, 11, 12, & 13, in block No. 2, as per plot of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee street, on
104 the south by Second St., and on the west by Sparrow St., and on the north by lots Nos. 7 & 14, in said block No. two—

You cause to be made, in the manner and on the terms prescribed by law, a sum sufficient to satisfy two certain notes executed by Simon Cohn, payable to his own order and by him endorsed, both dated March 2nd, 1880, and both bearing interest at 8% per annum from date; one for ($3,000) three thousand dollars and the other for ($2,800) two thousand & eight hundred dollars, the — due and payable March 2nd, 1881, and the last due and payable March 2nd, 1882; also attorney's fees and four dollars and thirty cents ($4.30), clerk's fees and your own fees, to satisfy an order of seizure and sale

lately rendered in our said court against the said Simon Cohn and in favor of the said Alexander Cohn.

And of how you shall have executed this writ you make return to our said court in seventy days, as the law directs.

Witness the Hon. E. J. Delony, judge of said court, and the seal of said court this 31st day of May, 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR,
D'y Clerk.

105 *Sheriff's Return on Writ of Seizure & Sale.*

Received the within writ of seizure & sale on Tuesday, May the 31st, A. D. 1881, and on the 7th day of June, same year, I seized and took into my possession all of the property described in the within writ, notice of which seizure I gave in writing to Simon Cohn, defendant, on the same day; and on the 11th day of the same month of June, 1881, I advertised said property for sale in the Lake Providence Herald, a newspaper published weekly in the parish of East Carroll, La., to be sold at the door of the court-house in said parish on the 3rd Saturday, the 16 day, of July, A. D. 1881, between the hours prescribed by law, for cash, with the benefit of appraisement; and on said day of sale, between the hours prescribed by law and at the place aforesaid, having caused said property to be duly appraised, and after reading this writ and the advertisement of sale and the recorder's certificate of mortgage, I offered said property for sale at public auction in an audible voice, whereupon Mrs. Henri-
etta Steinhardt, of this said parish, became the purchaser
106 thereof for the price and sum of three thousand three hundred & thirty-three 33⅓-100 dollars, that being two-thirds of the appraised value of said property, which amount she paid in cash, wherefore said property was adjudicated to her.

Said amount of sale I applied as follows, to wit:

Paid to Alexander Cohen, plaintiff, on account of debt	$2,633 33⅓
Retained in my hands for costs due on this writ and in obedience to 3rd opposition filed by Wood & Lee and to cover costs in said opposition	700 00
	$3,333 33⅓

And I, accordingly, return this writ in part satisfied.

M. S. POWELL, *Sheriff.*

Endorsed as follows:
Returned & filed July 15th, 1881. Geo. Hook, D. C.

107 STATE OF LOUISIANA,
Parish of East Carroll.

I, Wm. Rous, clerk of the 8th district court in and for the above-named parish & State, duly commissioned and qualified, do hereby certify that the foregoing fourteen (14) pages contain a full and cor-

rect transcript of all the proceedings had in the suit of Alexander Cohn *vs.* Simon Cohn, numbered 211 on the docket of the eighth judicial district court in and for the parish of East Carroll, State of Louisiana, except the deed.

Witness my hand and seal of office this the 27th day of November, A. D. 1885.

[SEAL.]

WM. ROUS,
Clerk 8th District Court.

108 STATE OF LOUISIANA,
Parish of East Carroll.

Eighth District Court.

ALEXANDER COHN
—
SIMON COHN. } No. 211.

Be it known that by virtue of a writ of seizure & sale issued from said court in the above-styled case and to me directed, commanding me to seize and sell the following-described property belonging to the defendant, Simon Cohn, to wit: All that certain portion of ground, together with the brick store and other buildings and improvements thereon, being lots 8, 9, 10, 11, 12, & 13, in block No. 2, as per plot of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee St., on the west by Sparrow St., on the south by Second St., and on the north by lots Nos. 7 & 14, in said block No. two, 2, situated in the town of Lake Providence, parish of East Carroll, La.—

I, M. Shelby Powell, sheriff in and for the parish of East Carroll, State of Louisiana, duly commissioned and sworn, did, on the 7th day of June, A. D. 1881, seize the above-described property, notice of which seizure I gave Simon Cohn, defendant, in writing, and on the 11th day of June, A. D. 1881, I advertised said property
109 for sale in the Providence Herald, a newspaper published weekly in said parish & State, to be sold at the door of the court-house in the town of Providence, in said parish and State, on the 3rd Saturday, the 16th day, of July, A. D. 1881, having caused said property to be duly appraised, and on said day of sale, between the hours prescribed by law, at the place aforesaid, after having caused said property to be duly appraised and after reading the advertisement of sale and the recorder's certificate of mortgage, I offered the same for sale *of* public auction in an audible voice, whereupon Mrs. Henrietta Steinhardt became the purchaser thereof for the price and sum of three thousand three hundred & thirty-three 33⅓-100 dollars, that being two-thirds of the appraised value of said property, which amount she paid in cash, and, she being the highest and last bidder, the said property was adjudicated to her.

Now, in consideration of the premises and by virtue of the authority in me vested by the laws of the State of Louisiana, I
110 do hereby sell and adjudicate unto the said purchaser all the right, title, interest, and claim which the said Simon Cohn

has or had in and to said property; to have and to hold the same unto the said purchaser, her heirs and assigns, for her and their own proper use, benefit, and behoof forever.

In testimony whereof I hereunto sign my name officially, together with A. G. Belden & S. D. Oliver, witnesses of lawful age, residing in said parish and State, this the 16th day of July, A. D. 1881.

M. S. POWELL. [SEAL.]
——— ———, [SEAL.]

Attest: A. G. BELDEN.
S. D. OLIVER.

STATE OF LOUISIANA, }
Parish of East Carroll. }

I hereby certify that the above and foregoing is a true & correct copy of the original, filed in my office for record on the 18th day of July, 1881, and on same day duly recorded in Notarial Book "Q," on folios 304 & 305, and in Sheriff's Transfer Book "D," on folios 180 & 181.

Given under my hand and seal of office on this 25th day [SEAL.] of September, A. D. 1885.

——— ———.

Alexander Cohn *vs.* Simon Cohn.
M. S. Powell, sh'ff, to Mrs. Henrietta Steinhardt. Deed.

Endorsed: U. S. circuit court, western dist. of La Wood & Lee *vs.* Simon Cohn. No. 111. Exhibit "G." Filed Nov. 30th, 1885. J. B. Beattie, d'y cl'k.

111 EXHIBIT "H," FILED WITH BILL.

STATE OF LOUISIANA, }
Parish & City of New Orleans. }

Be it known that on this third day of May, in the year of our Lord one thousand eight hundred & eighty-two, and of the Independance of the United States of America the one hundred and sixth, before me, Andrew Hero, a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared John Chaffe, William H. C. Chaffe, & Charles Chaffe, all residents of this city, who declared that for the consideration and on the terms & conditions hereinafter expressed they do by these presents grant, bargain, sell, convey, transfer, assign, & set over with a full guarantee against all troubles, debts, mortgages, liens, evictions, alienations, or other encumbrances of every nature and kind whatever into Mrs. Henrietta Lesem, the widow of lawful age of the late Joseph Steinhardt, of the parish of East Carroll, in this State, here present, accepting &

purchasing for herself & her heirs and assigns and acknowl-
112 edging due delivery and possession thereof, all and singular that certain piece or parcel of land, together with the improvements thereon and all rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate in the town of Providence, in the parish of East Carroll, in this State, known and designated as fractional lots Nos. 1 & 2 of block No. 1 of said town and bounded on the east by Levee St., south by lot No. (3) three, on the west by the property of Simon Lewes, and on the north by Lake St.

Which said property forms part of the property which was acquired by the present vendors by purchase from John Spinnetti by an act passed before the parish recorder of the parish of Carroll, in this State, on the twenty-ninth day of April, eighteen hundred and seventy-five.

To have and to hold the said property and appurtenances unto the said purchaser, her heirs and assigns forever.

And the said vendors hereby bind themselves and their heirs forever to warrant and defend the property and appurtenances herein conveyed against all legal claims and demands whatever.

The said vendors moreover transfer unto the said pur-
113 chaser all the rights and actions of warranty to which they are or may be entitled against all the former proprietors of the property herein conveyed, subrogating said purchaser to the said right & actions to be by her enjoyed and exercised in the same manner as they might have been by the said vender.

This sale is made and accepted for and in consideration of the price and sum of three thousand five hundred dollars, with interest as hereinafter expressed, fifteen hundred dollars of which said sum has been paid cash in ready current money at the execution hereof and in the presence of the undersigned notary and witnesses by the said purchaser unto the said vendors, and for the balance of said price the said purchaser has made and furnished a certain promissory note for the sum of two thousand dollars, drawn by her to the order of and endorsed by herself, dated this day and made payable at the Canal bank in this city, on the first day of November, eighteen hundred and eighty-two, with interest thereon at the rate of eight per cent. per annum from date until final payment.

Which said note, after having been paraphed by me, said
114 notary, for identification herewith, was delivered unto the said vendors, who hereby acknowledge its receipt, as well as of said ready current money.

And in order to secure the punctual payment of the said promissory note at maturity, as well as of all interest to accrue thereon, and in order, furthermore, to secure the payment and reinbursement of any and all lawyers' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said note, in principal or interest, or any other part thereof, which lawyers' fees, however, are fixed at 5 per cent. on the amount so in suit, and said purchaser consents and agrees to pay and allow the same, the said purchaser hereby specially mortgages, affects, and hypoth-

ecates the herein described and conveyed property unto and in favor of the said vendors, as well as of any and all future owner or owners of the said note, promising and binding herself and her heirs not to alienate, deteriorate, nor encumber said property to the prejudice of this mortgage nor of the special lien and vendors' privilege, which the said vendors hereby retain on said property until
115 the full and final payment of said note.

And here the parties to this act declare that they dispense with the production of a certificate from the clerk of court & *ex officio* recorder of mortgages in and for the parish of East Carroll, in this State, for annexation hereto, as is otherwise required by law to show what, if any, mortgages or other incumbrances exist on the herein described and conveyed property in the names of the present vendors; also that all the taxes due and exigible against said property have been paid.

Thus done and passed in my office, in New Orleans aforesaid, in the presence of John J. Ward and Paul A. Ory, witnesses, both of this city, who hereunto sign their names with the parties and me, the said notary, the day and date aforesaid.

(Original signed) JOHN CHAFFE.
CHAS. CHAFFE.
WM. H. CHAFFE.
HENRIETTA STEINHARDT.
ANDREW HERO, JR., *Not. Pub.*

Attest: P. A. ORY.
JNO. J. WARD.

A true copy of the original act on file and of record in my office.

New Orleans, May 17, 1882.

ANDREW HERO, JR., *Not. Pub.*

116 STATE OF LOUISIANA, }
Parish of East Carroll. }

I hereby certify that the above and foregoing is a true and correct copy of the deed filed in this office for record on the 19th day of May, 1882. The said deed was duly recorded in Notarial Book Q, on folios 413 and 414, and in Mortgage Book "U," on folios 755, 756, & 757.

[SEAL.] Given under my hand and seal of office on this 25th day of September, A. D. 1885.

WM. ROUS, *Recorder.*

[Endorsed:] U. S. circuit court, western dist. of La. Wood & Lee *vs.* Simon Cohn *et als.* No. 111. In equity. Exhibit "H." Copy of deed from John Chaffe *et als.*, to Mrs. Henrietta Steinhardt. Filed November 30th, 1885. J. B. Beattie, d'y cl'k.

117 EXHIBIT "I," FILED WITH BILL.

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known that on this the 29th day of September, A. D. 1882, before me, A. Gwyn Foster, a notary public in and for the parish of East Carroll, La., duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Vincent Gargaro, a citizen of the town of Providence, parish and State aforesaid, who declared unto me, notary, that for and in consideration of the sum hereinater named and upon the terms and conditions hereinafter expressed he has this day bargained, sold, and delivered and conveyed, and he does by these presents bargain, sell, convey, and deliver, with a full guaranty and warranty from all incumbrances, mortgages, from debts of any kind or character whatsoever, hereby subrogating unto his said vendee all rights of action which he may have against his original vendor or vendors, unto Mrs. Henrietta Steinhardt, a *feme sole* of lawful age and a resident of the parish & State aforesaid, represented
118 herein by Simon Cohn, her duly authorized agent and attorney-in-fact, here present, purchasing for his said princip*le*, her heirs, administrators, and assigns, the following-described property, to wit: That certain piece or parcel of ground situated in the town of Lake Providence, parish and State aforesaid, and more particularly described by official survey as being situated at the western corner of Lake & Church streets, fronting Lake St. (30) thirty feet and running back between parallel lines one hundred & fifty feet (150), together with the improvements situated thereon, consisting of a two-story frame building, known as the "Firemen's hall," together with one shelf, one bar-room counter situated in the first story of said building, one stove, all the stage scenery and paraphanalia, as well as the drop-curtain, and two four-*lite* chandeliers, painted green, contained in the second story of said described premises, and also the following certificates or shares of stock, to wit:

No. 23, five shares, January 2, 1875	$50 00
" 24, three " " " "	30 00
No. 25, three shares, January 2, 1875	30 00
119 No. 27, one share, January 2, 1875	10 00
" 28, " " " " "	10 00
No. 37, ten shares, April 6, 1875	100 00
No. 38, twenty shares, Ap'il 6, 1875	200 00
" 39, fourteen " June 9, "	140 00
" 40, one " Aug. 27, "	10 00
" 41, fifteen " M'ch 25, 1876	150 00
" 59, two " Nov. 25, 1876	20 00

formerly held by Providence Fire Company No. 1, in and into said house and lot, and purchased by the said Gargaro from the board of directors of Providence Fire Co. 1, as per act of sale passed be-

fore A. Gwyn Foster, notary public, on the 13th day of September, 1882, the said real estate hereinbefore described—that is, the lot upon which the building is situated—having been acquired by the said Providence Fire Co. No. 1 from Edward S. Wilson and W. A. Richardson, tutor and agent, on Nov. 28th, 1874, by act duly recorded in the recorder's office in this parish, in Notarial Book "P," fos. 10, 11, and by this vendor acquired by purchase from said board of directors of Providence Fire Co. No. 1 on the said 13th day of September, 1882, which was duly recorded in the recorder's office of this parish & State; also the following certificates of stock issued by Providence Fire Co. No. 1 and being numbered and dated as follows, to wit:

120	No. 26, two shares, Jan'y 21, 1875	$20 00
	" 36, " " " 16, "	20 00
No. 58, one	" " Nov. 25, 1876	10 00
" 29, five	shares, Jan'y 2, 1875	50 00
" 30, four	" " 2, "	40 00
" 31, three	" " " "	30 00
" 32, one	share, " " "	10 00
" 33, "	" " " "	10 00
" 34, "	" " " "	10 00
" 42, ten	shares, Nov. 25, 1876	100 00
" 43, "	" " " "	100 00
" 44, "	" " " "	100 00
" 45, "	" " " "	100 00
" 46, "	" " " "	100 00
" 47, "	" " " "	100 00
" 48, "	" " " "	100 00
" 62, one	" " " "	10 00

To have and to hold the within-described real estate, personal property, and shares of stock unto the said Mrs. Henrietta Steinhardt, her heirs, administrators, and assigns, for her and their own proper use, benefit, and behoof forever.

This present sale is made and accepted for and in consideration of the total price and sum of seventeen hundred & fifty ($1,750.00) dollars, of which amount the said vendee has paid in cash the sum of ($983.13) nine hundred eighty-three dollars and thirteen cents, receipt of which is hereby acknowledged by this vendor and
121 a full release and acquittance granted therefor, and for the balance of seven hundred sixty-six dollars & eighty-seven cents ($766.87) the said Simon Cohn, agent and attorney-in-fact for Mrs. Henrietta Steinhardt, principal herein, has signed and executed three several promissory notes, numbered 1, 2, & 3, drawn by himself as agent & dated of even date of this act, to the order of Vincent Gargaro, the first note being for the sum of two hundred fifty-three & $\frac{97}{100}$ dollars ($253.97), payable on the 15th day of October, 1882; the second for the sum of two hundred fifty-five & $\frac{63}{100}$ dollars ($255.63), payable on the 15th day of November, 1882, and the third and last note for the sum of two hundred fifty-seven & $\frac{27}{100}$ ($257.27) dollars, due and payable on the 15th day of December,

1882, all three of said notes bearing interest at the rate of eight per cent. per annum from their respective maturities; all of which, after having been duly paraphed with the words "*ne varietur*" to identify them more fully with this act, I delivered said notes to Vincent Gargaro, the vendor herein, who hereby acknowledges the receipt therefor.

122 Now, in order to secure the full and punctual payment of the within-described notes at their respective maturities, the said Mrs. Steinhardt moreover declared that she does by these presents specially mortgage and hypothecate to and in favor of the said Vincent Gargaro, his heirs, administrators, and assigns, and any and all person or persons who may be the holder or holders of said notes or either of them, the property herein described & conveyed, hereby binding herself, her heirs, administrators, and assigns, not to mortgage or encumber the said described property to the prejudice of this act, hereby confessing judgment in favor of the said Vincent Gargaro, his heirs, administrators, and assigns, or any person or persons who may become the holder or holders of said notes or either of them for the amount thereof, and she does by these presents agree and bind herself to pay all attorneys' fees, costs, charges, and expenses which may be incurred in the event of non-payment of said notes or either of them and it being necessary to enforce the collection thereof by legal process; which attor-

123 neys' fees are hereby fixed at ten (10) per cent. on the amount of the suit.

And here the parties to this act moreover declared that they dispense with the production of the certificate of mortgage as required by article 3364 of the Civil Code of the State of Louisiana, as well as the production of tax receipts as otherwise required by law, thereby holding me harmless for their non-production at the passage of this act; and it is hereby agreed and understood by and between the parties hereto that all taxes due and exigible upon the property herein described & conveyed are to be paid by the said vendor, including those for year 1882.

The said Vincent Gargaro hereby transfers all his interest in policy No. 290,851 of Western Assurance Company of Toronto upon said described property for the year 1882 unto the said Mrs. Henrietta Steinhardt, and she shall have all the benefits which he shall have thereunder in the event of the property being destroyed or damaged by fire.

This done and passed at my office, in the town of Lake Providence, parish and State aforesaid, in the presence of J. M.

124 Kennedy and J. S. Carroll, lawful witnesses, who sign their names with said appearers and me, notary, on this the 29th day of September, 1882. VINCENT GARGARO.

Accepted. HENRIETTA STEINHARDT,
Per S. COHN, *Ag't.*

Attest: J. M. KENNEDY.
J. S. CARROLL.

A. GWYN FOSTER,
Notary Public.

STATE OF LOUISIANA,
Parish of East Carroll.

I hereby certify that the above and foregoing is a true and correct copy of the original filed in my office on the 30th day of September, A. D. 1882, and which was duly recorded on the same day, month, & year in Notarial Book "Q," on folios 437, 438, & 439, and in Mortgage Book "V," on folios 27, 28, 29, & 30.

Given under my hand and seal of office on this 25th [SEAL.] day of September, 1885.

WM. ROUS, *Recorder.*

125 Endorsed: No. 111. U. S. circuit court, western district of La. Wood & Lee *vs.* Simon Cohn *et als.* In equity. Copy of deed from Vincent Gargaro to Mrs. Henrietta Steinhardt. Filed Nov. 30th, 1885. J. B. Beattie, d'y clerk.

126 EXHIBIT "J," FILED WITH BILL.

Petition.

To the hon. the judge of the 8th district court in and for the parish of East Carroll, La.:

The petition of Joel Wood & W. H. Lee, composing the commercial firm of Wood & Lee, domiciled in St. Louis, Missouri, and doing business under said firm name, with respect shows—

That they are judgment creditors, duly recorded in the mortgage office, of one Simon Cohn, who resides in this parish, as will appear by their said judgment, styled Wood & Lee, No. 202 on the docket of this hon. court, which is annexed and made a part hereof.

That more than one year ago said Cohn laid a deliberate plot to despoil petitioners and other honest dealers that he might be able to ensnare by his promises and false assurances and frauds, and now he is about to consummate the great moral wrong and fraud contemplated, or rather he is now about to finish the work of spoliation and compass the ends designed by him for more than one year.

To establish a large credit he built a fine storehouse, made
127 heavy shipments of cotton, and made great show and display that he was doing a large business and quite wealthy. This enabled him to borrow a large amount of money from his commission merchants, S. B. Newman & Co., and to establish a large credit with various commercial houses in New Orleans, St. Louis, and other large cities.

And during the year 1880 the said Cohn was quite active and on the alert to use that credit to the utmost, and he bought on credit all the goods he could buy in St. Louis, Cincinnati, New York, and elsewhere, with a view to commit a deliberate fraud upon the various merchants with whom he dealt, and, among others, petitioners.

Petitioners show that during last fall and winter, without the knowledge of his creditors, or rather the merchants who were filling his orders and shipping goods on credit to him from St. Louis and

various cities, the said Cohn was receiving and selling in the original packages as fast as the goods arrived at Lake Providence said goods or a great part thereof, for cash, at a rate from 25 to 50 per
128 cent. lower than they cost at the place of purchase. In this way said Cohn quietly got possession of a large sum of money, which petitioners allege amount to at least seventy-five thousand dollars, which he still holds and leaves petitioners and other honest creditors unpaid.

As a further means to compass his ends and swindle petitioners and other honest dealers they allege that, early in the fall of 1880, the said Cohn procured his brother, Alexander Cohn, who is a merchant residing in Tensas parish, to send up his clerk or book-keeper, Manfred Meyer, and in the name of the latter open a store at Lake Providence to receive clandestinely goods from the store of said Cohn and to receive from the wharf-boat goods shipped and consigned to said Simon Cohn, and petitioner- alleges that a store-house was rented and filled with the goods actually belonging to said Cohn, but the store was and is now ostensibly conducted in the name of the said Meyer; that said Meyer is merely an interposed party, and that said store is now actually owned by said Simon Cohn.

129 Petitioner- alleges that said Cohn is also conducting another store in this parish in the name of John Martin, his confidential clerk and book-keeper heretofore; that the goods in said store and the capital from which it is operated actually belongs to said Cohn, and that said John Martin is merely a party interposed.

Petitioners show that on the 2nd of March, 1880, soon after said Simon Cohn conceived the idea to perpetrate a fraud and make a fortune by swindling petitioners and numerous other merchants, the said Cohn executed a mortgage upon his fine brick storehouse and lots in Lake Providence, La., for $5,800.00 in favor of his brother, Alexander Cohn, in order that under cover of said mortgage said property might be put beyond the reach of petitioners and other creditors.

Petitioners allege that there was no consideration for said mortgage, and that it was a fraudulent and simulated transaction throughout; that said Alexander Cohn and the said Simon Cohn
130 formed an illegal combination for the purpose of covering up said property and defeating the pursuit of creditors, not only by imposing said sham mortgage but also by sending up his book-keeper, Meyer, to open the store at Lake Providence in the name of the latter and in having it filled with the goods of the said Simon Cohn, and thereby shelter the same from the pursuit of his creditors. Petitioners allege fraud and collusion between the said Alexander Cohn, the said Simon Cohn, the said Meyer, the said John Martin, and the wife of Simon Cohn for the purpose of enabling the said Simon Cohn to cover up his property to defeat the pursuit of petitioners and other creditors of said Simon Cohn, and to enable the said Cohn to use the large amount of money he has thus fraudulently obtained in operating stores now and hereafter in the name of interposed parties.

Petitioners show that in order to prepare himself for carrying on business hereafter and getting all his property in the name of his wife the said Simon Cohn procured a suit to be brought by his wife against him, and by collusion & fraud allowed her to obtain judgment against him for $4,000.00 on the 15th of March, 1881, and also in said judgment had her decreed a *feme sole* and separate in property from him, all of which will appear by reference to the suit and judgment, styled F. Steinhardt *vs.* Simon Cohn, on the docket of this hon. court, No. 178, made part hereof.

131

Petitioner alleges that said judgment is fraudulent and collusive; that the said Mrs. Cohn had no paraphernal funds; that if she had (which is denied) they could in no sense be endangered by his embarrassments, for the said Simon Cohn then and now had and has at least $75,000.00 in cash, besides a large lot of goods in the hands of interposed parties; that so far from despoiling his wife the object of said Cohn in procuring said suit and judgment was through the form of law, if possible, to put into her hands all of his large fortune, and hereafter to do business in her name in defiance of the just rights of the petitioners and other creditors of said Cohn.

132

Petitioners show that said Simon Cohn has also procured the foreclosure styled Alexander Cohn *vs.* Simon Cohn, No. 211, on the docket of this hon. court, which they make part hereof.

They show that in said foreclosure the said Simon Cohn seeks to have his fine brick storehouse and lots in Lake Providence sold under said illegal, fraudulent, and simulated mortgage in favor of his brother, Alexander Cohn, and the same bought in by his wife in order that early in the fall he may be enabled to open therein a large stock of goods and establish a large store in the name of his wife or some interposed party.

Petitioners allege fraud and collusion between the said Simon Cohn and his said wife and the said Alexander Cohn in this illegal effort to have said storehouse and lots sold on this day (the 16th of July, 1881) at the door of the court-house of this parish under said foreclosure styled "Alexander Cohn *vs.* Simon Cohn, No. 211," and that if said sale is consummated it will operate a great injury and wrong to petitioners and other creditors; and petitioners make this their 3rd opposition to said executory proceeding.

133

Wherefore petitioners pray that said Simon Cohn, the said Mrs. Fannie Cohn, the said John Martin, and the said Manfred Meyer, residing in this parish, and the said Alexander Cohn, residing in the parish of Tensas, Louisiana, and M. S. Powell, sheriff, may all be duly cited to answer hereto, and, on trial, that *this* petitioners' 3rd opposition to the sale this day about to be made by said sheriff under said foreclosure styled "Alexander Cohn *vs.* Simon Cohn, No. 211," may be maintained, and that petitioners' rights to the full extent of said judgment may be recognized and allowed by the court out of said sale, if the same is allowed to take place.

Petitioners pray that the said judgment of foreclosure styled

"Alexander Cohn *vs.* Simon Cohn, No. 211," and said mort-
134 gage be declared collusive, fraudulent, simulated, and void; that said judgment styled "F. Steinhardt *vs.* S. Cohn, No. 178," be also declared to be simulated, collusive, fraudulent, & void.

Also that the stores conducted in the name of said John Martin and in the name of said Meyer be declared to be the property of said Simon Cohn and as such liable to be seized by petitioners and other judgment creditors.

Finally petitioners pray for all necessary orders, for costs, and for general relief in the premises.

W. G. WYLY,
Attorney for Petitioners.

W. G. Wyly, attorney for plaintiffs herein, being duly sworn, says the facts and allegations set forth in the within petition are true and correct to the best of his knowledge & belief.

W. G. WYLY.

Sworn to & subscribed before me this 16th day of July, 1881.
E. J. DELONY,
July 8*th Judicial District.*

135 *Order.*

Let this 3rd opposition be filed and petitioners held to the rights of a third opponant *pendente lite.*

Read and signed at chambers this the 16th of July, 1881.
E. J. DELONY,
Judge 8th Judicial District.

Service Accepted by Sheriff.

Taking cognizents of the above order, I hereby accept service thereof and of this suit, waive citation, &c., this 16th July, 1881.
M. S. POWELL, *Sheriff.*

Endorsed as follows:
Petition & 3rd opposition. Filed July 16th, 1881. F. H. G. Taylor, d'y clerk.

136 *Citation for S. Cohn.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et als.*
No. 232.

The State of Louisana & said court to Simon Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, a duly certified

copy of which will be served hereafter, or to deliver your answer to the said petition in writing in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

[SEAL.] Witness the Hon. E. J. Delony, judge of said court, and the seal of said court, this the 16th day of July, A. D. 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR,
Deputy Clerk.

Delivered July 16, 1881.

F. H. G. TAYLOR, *D'y Clerk.*

137 *Sheriff's Return.*

Received the within citation and a certified copy hereof on Saturday, the 16th day of July, 1881, and on the same day, month, and year served said copy by handing the same to Simon Cohn in person, in the town of Providence, East Carroll parish, La.

M. S. POWELL, *Sheriff.*

Endorsed as follows:
Returned and filed July 16th, 1881. F. H. G. Taylor, d'y cl'k.

Citation for Mrs. Fannie Cohn.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

The State of Louisiana & said court to Mrs. Fannie Cohn, residing in said parish & State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, a duly certified copy of which will be served hereafter, or to deliver your answer to the said petition in writing in the office of the clerk of said court, held at Providence, in said parish, within — days after service
138 hereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

[SEAL.] Witness the Hon. E. J. Delony, judge of said court, and the seal of said court, this the 16th day of July, A. D. 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR,
D'y Clerk.

Delivered July 16, 1881.

F. H. G. TAYLOR, *D'y Clerk.*

Sheriff's Return.

Received the within citation and a copy hereof on Saturday, July 16th, 1881, and on the same day, month, & year served said copy by handing the same to Mrs. Fannie Cohn, in person, at her residence, in the town of Providence, East Carroll parish, La.

M. S. POWELL, *Sheriff*,
By A. G. BELDEN, *D'y Sh'ff.*

Endorsed as follows:
Returned & filed July 16, 1881. F. H. G. Taylor, d'y cl'k.

139 *Citation for Alex. Cohn.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

The State of Louisiana and said court to Alexander Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

Witness the Hon. E. J. Delony, judge of said court, and [SEAL.] the seal of said court, this the 6th day of August, A. D. 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR, *D'y Cl'k.*

Delivered Aug. 6, 1881.

F. H. G. TAYLOR, *D'y Cl'k.*

140 *Sheriff's Return.*

Received the within citation, with a certified copy of same and a certified copy of pl'ffs' petition, Aug. 6, '81. Served same August 16, '81, by handing said copies to the within-named A. Cohn in person in this parish of Tensas.

W. C. YOUNG,
Sheriff Tensas Par.,
Per A. B. WINTER, *Deputy.*

Endorsed as follows:
Returned & filed August 22nd, 1881. Geo. J. Hook, d'y clerk.

Citation for John Martin.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
SIMON COHN. } No. 230.

The State of Louisiana & said court to John Martin, residing in said parish & State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, plaintiffs herein, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition in writing in the office of the clerk of said court, held at Providence, in said parish, within ten
141 days after service thereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

Witness the Hon. E. J. Delony, judge of said court, and
[SEAL.] the seal of said court, this the 6th day of August, A. D. 1881.

C. A. HEDRICK, *Clerk.*
By GEO. J. HOOK, *D'y Cl'k.*

Delivered Aug. 9, 1881.

GEORGE J. HOOK, *D. C.*

Sheriff's Return.

Received the within citation & a certified copy hereof, together with a certified copy of plaintiff's petition, on Tuesday, August 9th, 1881, and on the same day, month, and year served said copies by handing the same to John Martin in person, in the town of Providence, East Carroll parish, La.

M. S. POWELL, *Sheriff,*
By A. G. BELDEN, *D. S.*

Endorsed as follows:
Returned and filed Aug. 10th, 1881. Geo. J. Hook, D. C.

142 *Citation for Mr. Meyer.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
SIMON COHN. } No. 232.

The State of Louisiana & said court to Manfred Meyer, residing in said parish & State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, plaintiffs herein, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for ev-ry ten *days* your residence may be distant from the court-house of said parish and according to law.

[SEAL.] Witness the Hon. E. J. Delony, judge of said court, and the seal of said court, this the 6th day of August, A. D. 1881.

C. A. HEDRICK, *Clerk*,
By GEO. J. HOOK, *D'y Clerk.*

Delivered Aug. 9, 1881.

GEO. J. HOOK, *D. C.*

143 *Sheriff's Return.*

Received the within citation, together with a certified copy of the same and a certified copy of plaintiffs' petition, on Tuesday, August the 9th, 1881, and on the same day, month, & year served both of said copies by handing the same to Manfred Meyer in person in the town of Providence, East Carroll parish, La.

M. S. POWELL, *Sheriff*,
By A. G. BELDEN, *D. S.*

Endorsed as follows:
Returned & filed Aug. 10th, 1881. George J. Hook, D. C.

Citation for S. Cohn.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
SIMON COHN. } No. 232.

The State of Louisiana & said court to Simon Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, plaintiffs herein, a duly certified copy of which accompanies this citation, or to
144 deliver your answer to the said petition, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for ev-ry ten miles your residence may be distant from the court-house of said parish and according to law.

Witness the Hon. E. J. Delony, judge of said court, and
[SEAL.] the seal of said court, this the 6th day of August, A. D. 1881.

C. A. HEDRICK, *Cl'k*,
By GEO. J. HOOK, *D'y Clerk.*

Delivered Aug. 9, '81.

GEO. J. HOOK.

Sheriff's Return.

Received the within citation and a certified copy hereof and a certified copy of plaintiffs' petition on Tuesday, August the 8th, A. D. 1881, and on the same day, month, and year served both of said copies by handing the same to Simon Cohn in person in the town of Providence, East Carroll parish, La.

M. S. POWELL, *Sheriff*,
By A. G. BELDON, *D. S.*

Endorsed as follows:
Returned & filed Aug. 10, 1881. Geo. J. Hook, D. C.

145 *Citation for Mrs. Fannie Cohn.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
SIMON COHN. } No. 232.

The State of Louisiana & said court to Mrs. Fannie Cohn, residing in said parish & State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Wood & Lee, plaintiffs herein, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for ev-ry ten miles your residence may be distant from the court-house of said parish and according to law.

Witness the Hon. E. J. Delony, judge of said court, [SEAL.] and the seal of said court, this the 6th day of August, A. D. 1881.

C. A. HEDRICK, *Clerk*,
By GEO. J. HOOK, *D'y Cl'k.*

Delivered Aug. 9, 1881.

GEO. J. HOOK, *D. C.*

146 *Sheriff's Return.*

Received the within citation, together with a certified copy hereof and a copy of plaintiffs' petition, on Tuesday, August the 9th, 1881, and on the same day, month, and year served both of said copies by handing the same to Mrs. Fannie Cohn in the parish of East Carroll, La., at her residence.

M. S. POWELL, *Sh'ff*,
By A. G. BELDEN, *D. S.*

Endorsed as follows:
Returned & filed Aug. 10th, 1881. Geo. J. Hook, d'y clerk.

Extract from Minutes of 8th Dist. Court.

TUESDAY, *October 11th*, 1881.

Court met pursuant to adjournment.
Present: His honor E. J. Delony, judge; M. S. Powell, sheriff and F. H. G. Taylor, deputy clerk.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Exception filed.

Exception.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE & Co.
vs.
SIMON COHN. } No. 232.

Alexander Cohn, made defendant herein, appears, by his
147 undersigned counsel, and excepts to plaintiffs' petition for the reason that plaintiff- joins different persons and different and distinct demands in the same suit; that it is not alleged what connection this defendant has with the causes of complainant set up against Mrs. Fannie Cohn and John Martin and Manfred Meyer; that plaintiff- cannot cumulate a multiplicity of actions against different persons in the same suit.

And therefore this defendant prays that plaintiffs' petition be dismissed and he be allowed to go hence without costs.

He further prays that he recover of plaintiffs the sum of one hundred dollars, amount which he has been compelled to pay to his attorney to defend this suit.

F. F. MONTGOMERY, *Att'y.*

Endorsed as follows:
Filed Oct. 11, 1881. F. H. G. Taylor, d'y clerk.

148 *Extract from Minutes of Court.*

MONDAY, *October 9th*, 1882.

At a regular civil term of the eighth judicial district court in and for the parish of East Carroll, State of Louisiana, begun and held at the court-house, in said parish and State, on Monday, October 9th, A. D. 1882, there were present his honor E. J. Delony, judge; S. D. Oliver, deputy sheriff, and F. H. G. Taylor, d'y cl'k, and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Application for trial by jury filed.

Application taken up, tried, and granted subject to the deposit of the jury costs as required by law.

Motion of defendants to release funds in the hands of the sheriff filed, and it was ordered that plaintiffs show cause on or before Tuesday next (the 12th inst.) why the motion should not be sustained.

Amended Petition & Prayer for Jury.

Eighth District Court, Parish of East Carroll.

WOOD & LEE
vs.
ALEXANDER COHN *et al.* } No. 232.

Now come plaintiffs, and with leave of the court ask to
149 amend their petition in the above-styled suit by praying for trial by jury. They represent that in their said suit they have alleged fraud and collusion against all of the defendants, and that it is the peculiar province of the jury to decide all questions of fraud and unlawful combinations to defeat the legitimate pursuit of creditors; they allege that no answer has yet been filed and the case is not yet at issue upon the merits; consequently no delay of the trial has occurred for failing to apply for a jury earlier; wherefore they pray for a trial by jury.

W. G. WYLY, *Attorney.*

Order.

The foregoing application considered, leave is hereby granted to file this amended petition, and it is ordered that the defendants show cause on or before the 2nd day of the next Oct. term of court why a trial by jury should not be granted, as prayed for, upon plaintiffs making the cash deposit required by law to obtain a jury trial.

Read and signed this the 29th day of September, 1882.

E. J. DETONY,
Judge 8th Judicial District.

150 Endorsed as follows:
Filed Oct. 9, 1882. F. H. G. Taylor, d'y clerk.

Motion to Release Funds.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
A. COHN *et als.* } No. 232.

Now comes the defendant Alexander Cohn and shows to the court that in this suit, at the prayer of plaintiffs and on the order of the court, the sheriff of East Carroll parish, M. S. Powell, now holds in his hands the sum of — hundred and — dollars to pay the judgment in the case of Wood & Lee *vs.* Simon Cohn, in case it shall be decided that the same is liable for said judgment. He shows that said money so held by the sheriff is a part of the proceeds of the sale in the case of A. Cohn *vs.* Simon Cohn, and that your petitioner, as the plaintiff herein, is entitled to the said money;

that he has been anxious to try this case ever since its institution in order that the funds so held by the sheriff might be released and paid over to him, but that for one cause and another the
151 same has been continued from term to term; that it work- a great hardship on him to keep said funds tied up; that he is, therefore, desirous of having the same released on his giving bond, with good and sufficient security to have the same forthcoming to answer the order of this court on final hearing.

Wherefore he prays that he be allowed to give bond, with good and sufficient security, to have said fund forthcoming, to answer whatever judgment may be made in this case, and upon his so doing that the said sheriff be ordered to pay the same over to this defendant.

F. F. MONTGOMERY, *Att'y.*

Extract from Minutes of Court.

WEDNESDAY, *October* 11, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; A. G. Belden, d'y sheriff, & F. H. G. Taylor, d'y clerk.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Exception of def't Alex. Cohn taken up, tried, and sustained in part. (See decree.)

152 *Judgment on Exception of A. Cohn.*

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
A. COHN *et al.* } No. 232.

This exception coming up for trial and being tried and the law and the evidence being in favor of the defendant and against the plaintiff, it is therefore ordered, adjudged, and decreed that that portion of the prayer of the petitioner asking for judgment against Mrs. Fannie Steinhardt annulling her judgment against Simon Cohn and asking that the store conducted by John Martin and Manfred Meyer be decreed to be the property of Simon Cohn be dismissed and stricken out and that they go hence without costs.

Read and signed in open court on this the 16th day of October, 1882.

E. J. DELONY,
Judge 8th Judicial District.

153 *Extract from Minutes of Court.*

THURSDAY, *Oct.* 12*th*, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; S. D. Oliver, deputy sheriff, and F. H. G. Taylor, deputy clerk.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Motion of defendant to release funds in the hands of the sheriff taken up and granted on consent of parties (see decree).

Judgment on Motion to Release Fund.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
A. COHN. } No. 232.

The motion of defendant, A. Cohn, to be allowed to give bond for the fund retained in the hands of the sheriff being this day heard and tried, it is ordered that said fund be released to the def't Cohn upon his giving bond with good security in the sum of one thousand dollars, conditioned to have the sum forthcoming to answer the judgment of the court in said — and to abide such judgment
154 as may be rendered against him.

Read and signed in open court on this the 14th day of October, 1882.

E. J. DELONY,
Judge 8th Judicial District.

Extract from Minutes of Court.

SATURDAY, *Oct.* 14, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; S. D. Oliver, deputy sheriff, & F. H. G. Taylor, d'y cl'k.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

On motion of plaintiffs' counsel, defendants' counsel being present in open court and taking cognizance thereof, a suspensive and devolutive appeal was granted plaintiffs from the interlocutory judgment herein rendered on trial of the exception of defendants, plaintiffs being required to give bond, with good and solvent security, for the suspensive appeal in the sum of twenty-five dollars.

Said appeals being returnable to the circuit court of appeals, sitting in the parish of East Carroll, Louisiana, on the second Monday of November next (1882).

155 *Bond for Suspensive Appeal.*

STATE OF LOUISIANA, }
Parish of East Carroll. }

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Know all men by these presents that we, Wood & Lee, as principal, and W. G. Wyly, as security, are held and firmly bound unto C. A. Hedrick, clerk of the 8th district court, in the sum of twenty-five dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successors in office; for the payment of which, well and truly to be made, we bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents, this the 18th day of October, A. D. 1882.

Whereas in the above-styled suit, in which Wood & Lee are plaintiffs and Alex. Cohn *et al.* are defendants, the said — has rendered an interlocutory judgment, wherefrom said Wood & Lee have taken a devolutive appeal:

Now, the condition of the above obligation is that if said Wood & Lee shall well and truly pay such judgment as may be ren-
156 dered against them by the appellate court, then in this case this obligation to be void; otherwise to be in full force and virtue.

WOOD & LEE,
By W. G. WYLY, *Att'y.*

(Security:) W. G. WYLY.

Extract from the Minutes of Circuit Court of Appeals.

MONDAY, *November 13th*, 1882.

This being the time fixed for the regular term of the circuit court of appeals for the parish of East Carroll—

Court was called on this the 13th day of November, A. D. 1882.

There were present Hon. O. Mayo and Hon. A. A. Gunby, judges; S. D. Oliver, deputy sheriff, and F. H. G. Taylor, deputy clerk, and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 21.

This case was called in its regular order on the docket, taken up for trial, and argued by W. G. Wyly, attorney for plaintiffs and appellants, and F. F. Montgomery, attorney for defendants and appellees, and submitted by both parties. Case taken under advisement by the court.

157 WEDNESDAY, *November* 15*th*, 1882.

Court met pursuant to adjournment.

Present: Hon. O. Mayo & Hon. A. A. Gunby, judges; S. D. Oliver, d'y sh'ff, & F. H. G. Taylor, d'y clerk.

WOOD & LEE
vs.
A. COHN *et al.* } No. 21.

In this case the judgment of the court was delivered by his honor Judge A. A. Gunby as follows, to wit:

It is therefore order*ad*, adjudged, and decreed that the judgment appealed from dismissing this suit as to Mrs. Fannie Cohn, John Martin, and Manfred Meyer be annulled & avoided and reversed; that the exceptions be overruled, and that this suit be remanded to the district court to be proceeded with according to law, appellees paying costs of appeal.

WOOD & LEE
vs.
ALEXANDER COHN *et al.* } No. 21.

On the 16th of July, 1881, pl'ffs, alleging themselves to be judgment creditors of Simon Cohn, filed this suit to set aside various fraudulent transactions which they allege their said debtor had entered into within the year previous for the purpose of de-
158 frauding them and his other creditors. Pl'ffs make five parties defendants in this suit, viz:

1st. Simon Cohn, their judgment debtor, who they aver concocted together with his codefendants a vast and masterly scheme to swindle his creditors.

2nd. Alexander Cohn, the brother of their debtor, who they aver combined & colluded with their debtor to carry out said scheme by sending up his book-keeper to take possession and ownership of part of the property, and by taking and seeking to enforce a sham mortgage against his said brother Simon.

3rd. Mrs. Fannie Cohn, the wife of their debtor, who they aver was a party to said scheme of fraud and assisted to carry it out by fraudulently suing her husband and obtaining a false judgment against him, under which she is seeking to acquire his property in connection with her codefendants.

4th. John Martin, the confidential clerk and book-keeper of their debtor, who they aver was a party to said scheme of fraud and assisted to carry it out by clandestinely and falsely taking
159 charge of and claiming for his own a stock of goods belonging to their debtor.

5th. Manfred Meyer, the book-keeper of Alex. Cohn, who they aver was a party to said scheme of fraud and assisted in carrying it out by covering up, under his own name, goods and other property belonging to their debtor. Each of these parties was separately cited as prayed for in the petition, which further prays that all the

foregoing transactions complained of be declared fraudulent and avoided, and that all the property affected by said transactions be declared fraudulent and avoided, and that all the property affected by said transactions be declared subject to be seized by petitioners and other creditors of said Cohn.

None of the defendants have answered, no default has been taken against them, and the only appearance made is an exception filed solely by defendant Alex. Cohn, praying that he be dismissed from the suit without costs " for the reason that plaintiffs join different persons and different & distinct demands in the same suit.

160 That it is not alleged what connection this defendant has with the causes of complainant set up against Mrs. Fannie Cohn & John Martin & Manfred Meyer; that plaintiffs cannot cumulate a multiplicity of actions against different persons in the same suit." This exception was filed by counsel for Alex. Cohn alone. It was taken up and tried, and the judge of the district court sustained it by dismissing the suit against the defendants Mrs. Fannie Cohn, John Martin, & Manfred Meyer, not one of whom was a party to said exception or has ever objected to being sued. In other words, the exceptor, Alex. Cohn, who alone prayed to be dismissed, is kept in court, while his codefendants, who make no complaint, are discharged. This judgment virtually, if not explicitly, overrules the exception and grants something not asked for by anybody. From this judgment plaintiffs have appealed, and Alex. Cohn, instead of moving to amend said judgment, which certainly is not in his favor, has appeared for the purpose of maintaining the same.

161 Plaintiffs' counsel has favored us with an elaborate and impressive argument to show the rights of his clients to assail the grand and stupendous fabric of fraud which has been the combined work of all the defendants. We deem it sufficient to remark that we regard this suit as the familiar revocatory action consecrated and provided for by the articles of the Civil Code from 1968 to 1994, inclusive.

We think the judge *a quo* properly overruled the exception as to Alex. Cohn, who filed it, and that plaintiffs, under their abundant and careful allegations, had the right to join all the defendants in one suit.

If there was such a conspiracy and collusion as alleged and urged by plaintiffs; if the defendants were all parties to, actors in, and beneficiaries of that collusion and scheme; if, as alleged, each and all the transactions described were but the outgrowth and constituent elements of one common and control-ing plan and design, it seems to us that it was not only permissible, but indispensable to make them all parties to the same suit.

162 According to plaintiffs' theory all these transactions are so linked together that to break one he must break them all, and that all are unsound for the same reason; but we do not wish to be understood as sanctioning the idea so much insisted on by pl'ffs' counsel, that they have a right to annul these transactions for the benefit of other creditors. The express terms of C. C., 1977, which provide that the fraudulent transactions of the debtor can be

annulled only as to their effects on the complaining creditor, refute the proposition of the counsel.

See also 33 A., 1085. If it be necessary to secure the payment of plaintiffs' claim, we see no reason why they should be prevented from annulling all the transactions complained of if they can prove them fraudulent, but only in so far as their rights are affected; for when their real and actual interest ceases their right of action ceases by express law. C. C., 15. We regard the exception as not well taken as to any of the parties, and the judgment dismissing the suit against the defendants, who filed no exception, is
163 utterly null.

It is therefore ordered, adjudged, and decreed that the judgment appealed from dismissing this suit as to Mrs. Fannie Cohn, John Martin, & Manfred Meyer be annulled and avoided and reversed; that the exceptions be overruled, and that this suit be remanded to the district court to be proceeded with according to law, appellees paying costs of appeal.

Signed 15th Nov., 1882.

A. A. GUNBY,
O. MAYO,
Judges of 2nd Circuit Court of Appeals.

Endorsed as follows:
Filed November 15, '82. F. H. G. Taylor, d'y clerk.

164 *Extracts from Minutes of Court.*

MONDAY, *November* 27, 1882.

In presence of the order of his honor Judge E. J. Delony a special civil term of the 8th judicial district court in and for the parish of East Carroll was begun and held at the court-house, in said parish, on Monday, the 27th day of November, A. D. 1882—present, his honor E. J. Delony, judge; A. G. Belden, d'y sheriff, & F. H. G. Taylor, d'y clerk—and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Exception filed.

Exception of A. Cohn.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

The defendant Alexander Cohn appears herein for the purpose of this exception and shows to the court that the petition sets out no cause of action.

1st: That in order to sustain the revocatory action plaintiffs
165 must allege that Simon Cohn is insolvent, and that he has no property subject to seizure out of which plaintiffs' debt could be made. This plaintiffs do not allege.

2nd. The debt of Wood & Lee which they are seeking to collect in this suit was created long after the mortgage of which they complain was made, and they cannot therefore sustain the revocatory action.

3d. Wood & Lee, plaintiffs herein, claim the proceeds of the sale under the mortgage from Simon to Alexander Cohn. They thus ratify the mortgage and the sale made under it and are estopped from attacking it.

He shows that plaintiffs' petition is vague and too indefinite to enable him to answer the same.

That it is impossible to tell from the reading of the same whether it is intended as a 3rd opposition or as a revocatory action.

Wherefore he prays that the petition be dismissed at
166 plaintiffs' cost, or if the court declines to do this, then that plaintiffs be required to elect whether they will pursue the 3rd opposition or the revocatory action. He further prays that the order allowing the so-called 3rd opposition to be filed be set aside; that upon the refusal of plaintiff to make the election above prayed for this suit be dismissed, and, upon its dismissal for any cause, plaintiffs be required to pay damages *in* this defendant in the sum of one hundred & fifty dollars, amount of damages sustained by him for attorneys' fees in defending this suit.

F. F. MONTGOMERY, *Att'y.*

Endorsed as follows:
Filed Nov. 27, 1882. F. H. G. Taylor, d'y clerk.

Extract from Minutes of Court.

TUESDAY, *Nov.* 28, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; A. G. Belden, deputy sheriff, and F. H. G. Taylor, deputy clerk.

167 WOOD & LEE *vs.* ALEX. COHN *et al.* } No. 232.

Exception of M. Meyer filed. Exception of John Martin filed.

Exception of M. Meyer.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE *vs.* ALEX. COHN *et als.* } No. 232.

Now comes the defendant Manfred Meyer and excepts to the petition of plaintiffs; that it sets up and discloses no cause of action

as to time for the relief sought and prayed for therein for the reason—

1st. That it does not allege or show any injury to plaintiffs by reason of the transaction or contract with appearer sought to be annulled, nor does it show that they would be injured if said transaction or contract should be allowed to stand, but, on the contrary, it shows on its face that plaintiffs have not been and will not be injured thereby in any event.

2nd. That the said petition does not show or allege the insolvency of pl'ffs' alleged debtor, Simon Cohn, nor does it show
168 or allege that there is not sufficient property of said Simon Cohn other than that the transfer of which is sought to be annulled to pay the alleged debt claimed by plaintiffs. On the contrary, the said petition shows on its face that said Simon Cohn is abundantly solvent and has abundent property to pay the alleged debt of plaintiffs other than that the transfer of which is sought to be annulled.

3rd. That the petition does not show or allege that the alleged claim of plaintiffs against Simon Cohn accrued prior to the contract or transfer sought to be annulled in appearer's case.

And appearer further excepts that plaintiffs have cumulated in this suit several distinct causes of action against separate defendants, who have no common interest to be adjudicated upon; that appearer has no interest whatever in the attempted annullment of the contracts and transactions set up between Alexander Cohn & Simon Cohn, nor between said Simon Cohn & John Martin, nor between said Simon and his wife, and he cannot be joined in a
169 suit against them to annul the same.

Wherefore, considering the premises, he expects and prays that this suit be dismissed as to him at cost of plaintiffs.

J. M. KENNEDY, *Att'y.*

Exception of John Martin & Mrs. Fannie Cohn.

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Now comes defendants John Martin & Mrs. Fannie Cohn, and for exception show that so far as this defendant is concerned plaintiffs set forth no cause of action; that plaintiff- *does* not allege the insolvency of Simon Cohn, nor does the petitioner show what connection these defendants have or ever had with the mortgage transaction between Simon & Alexander Cohn, nor does the petition allege that the debt of plaintiff- was created before this defendant Martin went into business in Bunches Bend.

Further excepts that plaintiffs have cumulated several dis-
170 tinct causes of action against different persons having no interest in common to be adjudicated upon.

That these defendants have no interest in the contract of mortgage between Simon Cohn and Alexander Cohn, nor in the alleged transactions between Simon Cohn & Manfred Meyer and Mrs. Cohn.

Wherefore they pray that this suit be dismissed.

F. F. MONTGOMERY, *Att'y.*

Extract Minutes of Court.

WEDNESDAY, *December* 6, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; John B. Stone, Esq., district attorney; A. G. Belden, deputy sheriff, and F. H. G. Taylor, deputy clerk.

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Exceptions of M. Meyer, John Martin, and Mrs. Cohn tried & sustained. (See decree.)

MONDAY, *December* 18, 1882.

Court met pursuant to adjournment.

Present: His honor E. J. Delony, judge; M. S. Powell, sheriff, & F. H. G. Taylor, d'y clerk.

171 WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 232.

Exception of Alex. Cohn taken up and tried. Exception sustained. (See decree.)

On motion of plaintiffs' counsel, counsel for the defendants being present in open court and taking cognizance thereof, it is ordered that a devolutive appeal be granted plaintiffs from the judgments sustaining the exceptions of Manfred Meyer, John Martin, and Mrs. Cohn upon executing bond with solvent security in the sum of twenty-five dollars; and it is further ordered that a devolutive appeal be granted plaintiffs from the judgment sustaining the exception of Alex. Cohn upon executing bond with solvent security in the sum of twenty-five dollars, both of said appeals being returnable to the circuit court of appeals, sitting in the parish of East Carroll, La., on the second Monday in April next, A. D. 1883.

Appeal Bond.

STATE OF LOUISIANA,
Parish of East Carroll.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

Know all men by these presents that we, Wood & Lee, as
172 principal-, & W. G. Wyly, as security, are held and firmly bound unto Cyrus A. Hedrick, clerk of the 8th district court, in the sum of fifty dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successor in office; for the payment of which, well and truly to be made, we bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents, this the 9th day of January, A. D. 1883.

Whereas in the above-styled suit, in which Wood & Lee are plaintiffs and Alex. Cohn *et als.* are defendants, the said court has rendered an interlocutory judgment, wherefrom said Wood & Lee have taken a devolative appeal:

Now, the condition of the above obligation is that if said Wood & Lee shall well and truly pay such judgment as may be rendered against them by the appellate court, then in this cause this obligation to be void; otherwise to be in full force and virtue.

WOOD & LEE,
By W. G. WYLY, *Att'y.*
W. G. WYLY (*Security*).

Endorsed as follows:
Appeal bond. Filed Jan'y 9th, 1883. F. H. G. Taylor, deputy clerk.

173 *Extract from Minutes Circuit Court of Appeals.*

TUESDAY, *April* 10, 1883.

Court met pursuant to adjournment.

Present: Hon. O. Mayo & Hon. A. A. Gunby, judges; A. G. Belden, deputy sheriff, and F. H. G. Taylor, deputy clerk, and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 26.

This case was called in its regular order, submitted by both parties without argument, and taken under advisement by the court.

WEDNESDAY, *April* 11*th*, 1883.

Court met pursuant to adjournment.

Present: Hon. O. Mayo & Hon. A. A. Gunby, judges; A. G. Belden, deputy sheriff, & F. H. G. Taylor, deputy clerk.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 26.

In this case the judgment of the court was delivered by his honor Judge O. Mayo in the following words, to wit:

"It is therefore ordered and decreed that the appeal be dismissed at appellants' costs."

174 *Opinion & Decree.*

2nd Circuit Court.

WOOD & LEE
vs.
ALEX. COHN *et als.* }

On appeal from the 8th district court, parish of East Carroll.

The plaintiffs have appealed from the decree of the district court sustaining the exceptions of Manfred Meyer, John Martin, and Fannie Cohn, defendants herein, and dismissing the suit as to them.

It does not appear from the record that the judgment appealed from was drawn up and signed by the judge of the district court. All final judgments should be so signed. C. P., 546. A judgment dismissing a suit is in the nature of a final judgment and must be signed by the judge. 3rd La., 429. The court will *ex officio* notice that the judgment is not signed and dismiss the appeal. 20 Am., 511, 583; 23 A., 262; 9 A., 112.

It is therefore ordered and decreed that the appeal be dismissed at appellants' costs.

Signed 11th April, 1883.

O. MAYO,
A. A. GUNBY,
Judges 2nd Circuit Court.

Endorsed as follows:
Filed April 11th, 1883. F. H. G. Taylor, d'y cl'k.

175 *Judgment on Exception of M. Meyer.*

8th District Court, Parish of East Carroll, Louisiana.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

The exceptions of defendant M. Meyer, filed on November 28th, 1882, being regularly tried and the law and evidence being in favor of the exceptor, said Meyer, and against the plaintiffs, Wood & Lee, it is therefore ordered, adjudged, and decreed that said exceptions be sustained and that this suit be dismissed as to said Meyer at costs of plaintiffs.

Read and signed in open court this 6th day of July, A. D. 1883, *nunc pro tunc* as of December 6th, 1882.

E. J. DELONY,
Judge 8th Judicial District.

Endorsed as follows:
Filed July 6, 1885. F. H. G. Taylor, d'y cl'k.

Judgment on Exception of John Martin & Mrs. Cohn.

WOOD & LEE
vs.
ALEXANDER COHN *et als.* } No. 232.

The exceptions filed in this cause on the 28th of November, 1882, by John Martin & Mrs. Fannie Cohn coming up for trial and being taken up and tried, by reason of the law and the evidence
176 being in favor of said exceptors (defendants herein) and against the plaintiffs it is ordered, adjudged, and decreed that said exceptions be maintained and said suit be dismissed at plaintiffs' cost.

Read and signed *nunc pro tunc* (the case having been decided on the 6th day of December, 1882), in open court, on this the 6th day of July, 1883.

E. J. DELONY,
Judge 8th Judicial District.

Endorsed as follows:
Filed July 6th, 1883. F. H. G. Taylor, d'y cl'k.

Judgment on Exception of A. Cohn.

8th District Court, Parish of East Carroll, La.

WOOD & LEE
vs.
ALEXANDER COHN *et als.* } No. 232.

The exceptions of Alex. Cohn coming up for trial and being tried by reason of the law and the evidence being in favor of defendant and exceptor and against the plaintiffs:

It is therefore ordered, adjudged, and decreed that the exceptions be sustained and that this suit be dismissed at plaintiffs' cost.
177 Read and signed in open court on this the 6th day of July, 1883, *nunc pro tunc* (the judgment having been rendered on the 18th day of December, A. D. 1882).

E. J. DELONY,
Judge 8th Judicial District.

Endorsed as follows:
Filed July 6th, 1883. F. H. G. Taylor, d'y clerk.

Extract from Minutes 8th Dist. Court.

FRIDAY, *July 6th*, 1883.

Court met pursuant to adjournment.

Present: His Hon. E. J. Delony, judge; John B. Stone, Esq., d'y sheriff, & F. H. G. Taylor, d'y clerk.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

In this case, on motion of plaintiffs' counsel, defendants' counsel being present in open court and taking cognizance thereof, a devolutive appeal was granted plaintiffs from the judgment rendered on the three exceptions herein upon their giving bond, with solvent security in each, in the sum of twenty-five dollars, said appeal being returnable to the circuit court of appeals sitting in the
178 parish of East Carroll, La., on the second Monday of November next.

Appeal Bond.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

Know all men by these presents that we, Wood & Lee, as principal, and W. G. Wyly, as security, are held and firmly bound unto Cyrus A. Hedrick, clerk of the 8th district court, in the sum of twenty-five dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successor in office; for the payment of which, well and truly to be made, we bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents, this the 31st day of July, A. D. 1883.

Whereas in the above-styled suit, in which Wood & Lee are plaintiffs and Alex. Cohn *et als.* are defendants, the said court has rendered a final judgment, wherefrom said Wood & Lee have taken a devolutive appeal:

Now, the condition of the above obligation is that if said
179 Wood & Lee shall well and truly prosecute *his* said appeal and shall satisfy such judgment as may be rendered against them by the appellate court, or if the same shall be satisfied by the

proceeds of the sale of their estate, real or personal, then in this case this obligation to be void; otherwise to be in full force and virtue.

WOOD & LEE,
By W. G. WYLY, *Att'y.*
W. G. WYLY (*Security*).

Endorsed as follows:
Filed August 1st, 1883. Geo. J. Hook, d'y cl'k.

Appeal Bond.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

Know all men by these presents that we, Wood & Lee, as principals, and W. G. Wyly, as security, are held and firmly bound unto Cyrus A. Hedrick, clerk of the 8th district court, in the sum of twenty-five dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successor in office;
180 for the payment of which, well and truly to be made, we bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents, this the 31st day of July, A. D. 1883.

Whereas in the above-styled suit, in which Wood & Lee are plaintiffs and Alex. Cohn *et als.* are defendants, the court has rendered a final judgment, wherefrom said Wood & Lee have taken a devolutive appeal: Now, the condition of the above obligation is that if said Wood & Lee shall well and truly prosecute *his* said appeal and shall satisfy such judgment as may be rendered against them by the appellate court or if the same shall be satisfied by the proceeds of the sale of their estate, real or personal, then in this case this obligation to be void; otherwise to be in full force and virtue.

WOOD & LEE,
By W. G. WYLY, *Att'y.*
W. G. WYLY (*Security*).

Endorsed as follows:
Filed August 1st, 1883. Geo. J. Hook, d'y cl'k.

181 *Appeal Bond.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

WOOD & LEE
vs.
ALEX. COHN *et als.* } No. 232.

Know all men by these presents that we, Wood & Lee, as principal-, and W. G. Wyly, as security, are held and firmly bound unto Cyrus A. Hedrick, clerk of the 8th district court, in the sum of twenty-five dollars, lawful money of the United States of America, to be paid to the said Hedrick, clerk, or his successor in office; for the payment of which, well and truly to be made, we bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents this the 31st day of July, A. D. 1883.

Whereas in the above-styled suit, in which Wood & Lee are plaintiffs and Alex. Cohn *et als.* are defendants, the said court has rendered a final judgment, wherefrom said Wood and Lee have taken a devolutive appeal:

Now, the condition of the above obligation is that if said Wood & Lee shall well and truly prosecute *his* said appeal and shall satisfy such judgment as may be rendered against them by
182 the appellate court, or if the same shall be satisfied by the proceeds of the sale of their estate, real or personal, then in this case this obligation to be void; otherwise to be in full force & virtue.

WOOD & LEE,
By W. G. WYLY, *Att'y.*
W. G. WYLY (*Security*).

Endorsed as follows:
Filed Aug. 1st, 1883. Geo. J. Hook, d'y clerk.

Extract from Minutes Circuit — of Appeals.

MONDAY, *November 12th*, 1883.

This being the time fixed for the regular term of the circuit court of appeals for East Carroll parish, court was called on this the 12th day of November, A. D. 1883. There were present Hon. F. P. Clinton & Hon. A. A. Gunby, judges; A. G. Belden, deputy sheriff, & F. H. G. Taylor, deputy clerk, and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 29. Continued.

183 MONDAY, *April 13th*, 1885.

This being the day fixed by law for the beginning of the regular spring term of the circuit court of appeals, second circuit, for

the parish of East Carroll, court was duly called on this the 2nd Monday in April, A. D. 1885, being the 13th day of said month & year—present, his Hon. T. P. Clinton & his honor A. A. Gunby, judges of said court; Thomas J. Powell, deputy sheriff, & Wm. Rous, clerk—and the following proceedings were had:

WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 29.

This case was regularly called in its order on the docket and taken up for trial and argued by J. M. Hennedy, attorney for M. Meyer, appellee, and by F. F. Montgomery, attorney for the other defendants appellees, and taken under advisement by the court.

WEDNESDAY, *April 15th*, 1885.

Court met pursuant to adjournment—present, Hon. T. P. Clinton & Hon. A. A. Gunby, judges; Thos. J. Powell, deputy sheriff, and Wm. Rous, clerk—and the following proceedings were had:

184 WOOD & LEE
vs.
ALEX. COHN *et al.* } No. 29.

In this case the judgment of the court was delivered by his honor Judge T. P. Clinton as follows, to wit:

"It is ordered that the judgments appealed from be affirmed at the costs of the appellants."

Opinion & Decree.

WOOD & LEE
vs.
A. COHN *et als.* }

The plaintiffs, being judgment creditors of Simon Cohn, instituted this suit for the purpose of having certain transactions of their judgment debtor set aside as having been made either in fraud of their rights or as being simulated and intended to shield his property from the pursuit of his creditors. They caused Alexander Cohn, the brother of their judgment debtor, and Mrs. Cohn, the wife of their debtor, Manfred Meyer & John Martin to be made parties defendant and sued therein to have various transactions between the said Simon Cohn and said defendants set aside and annulled
185 as made with the intent to defraud them and the other creditors of their said debtor, or that said transactions be decreed to be simulated and concocted for the unlawful purpose and by a shameless device to place the property of their said debtor beyond the reach of his creditors. One of the creditors, Alexander Cohn, fied an exception of misjoinder of parties defendant and asked that the suit be dismissed. The other defendants had filed no appearance at the time said exception was tried. Upon the trial of that excep-

tion in the lower court it was sustained and the suit dismissed as to all the defendants except Alexander Cohn. From that judgment plaintiffs appealed to this court and in November, 1882, the same was reversed and the cause was remanded to the court *a quo* to be proceeded with according to law. After the cause had been reinstated upon the docket of the district court the defendant Alexander Cohn filed a perem-tory execution that plaintiffs' petition disclosed no cause of action, and the other defendants filed
186 similar exceptions of no cause of action, and for further cause of exception urged the exception of misjoinder of parties previously urged by the defendant Cohn.

Upon the trial of these exceptions the district judge dismissed the suit as to all the defendants, and from that judgment the present appeal is taken. The judgments of dismissal signed and found in the record do not state the grounds upon which the suit was dismissed as to the different defendants.

The first question presented for determination is, what was the effect of the former decree of this court rendered in this suit in November, 1882, upon the plea of misjoinder filed by the defendant Cohn. This court then clearly and distinctly held that the plaintiffs under their obligations had the right to join all these defendants in the same suit. That opinion declares that "if there was such a conspiracy and collusion as alleged and urged by plaintiffs; if the defendants were all parties to, actors in, and beneficiaries of that collusion and scheme; if, as alleged, each and all of these transactions described were but the outgrowth and constituents
187 elements of one common and control-ing plan and design, it seems to us that it was not only permissible but indispensible to make them all parties to the same suit. According to plaintiffs' theory all these transactions are so linked together that to break one we must break them all, and that all are unsound for the same reason."

It is true that the exception had not been filed by any of the defendants except Cohn, but they were all parties to the suit and parties to the appeal as appeals, and in order for the court to pass upon the exception of improper joinder of defendants filed by Cohn it was necessary for the court to determine whether or not, under the allegations contained in plaintiffs' petition, all the defendants could be joined in the same suit, and it was emphatically held that such a joinder was not only proper but necessary.

The earnest and elaborate argument of defendants' counsel fails to convince us that the judgment of this court rendered in November, 1882, has not the force of *res adjudicata* as to all of the de-
188 fendants upon the exception of misjoinder. Upon the other exception- filed by all of the defendants, that plaintiffs' petition discloses no cause of action, it is contended by plaintiffs' counsel that these exceptions come to- late and that they should have been filed at the same time that the exception of misjoinder of defendants was filed. It is a sufficient answer to this contention that it is the settled jurisprudence of this State that the — of no cause for action appeared upon the face of the petition is a peremptory ex-

ception and may be pleaded at any time, even after the answer is filed. See E. J. Hart & Co. *vs.* Bowie *et al.*, 34 A., 324. Even though no such exception had been filed, defendants could have objected to any evidence tending to show a state of facts not alleged in the petition, but necessary to be established in order to enable plaintiffs to obtain the relief demanded. The grounds stated in the exception of no cause of action are several, but the view we have taken after a careful examination of the petition and the elaborate briefs of counsel renders it unnecessary to examine any of

189 them except that the petition does not aver that the defendant debtor Simon Cohn was insolvent and that he had no other property out of which his debt could be made than that which is the subject of the various transactions sought to be annulled by this suit. Art. 1971 of C. C. gives to a creditor the right of action to annul any contract made in fraud of his rights, provided his debtor has not sufficient property to pay the debt of the complaining creditor. It is the well-settled jurisprudence of this State that a creditor who sues to avoid any contract made by his debtor by either the revocatory action or by the action in declaration de simulation must allege the insolvency of his debtor, or that he had no other property to satisfy their judgment than that which he attacks. See 12 A., 74; 19 A., 289; 24 A., 454, and the later cases of Hart & Co. *vs.* Bowie, 34 A., 324, & Willis *vs.* Scott *et al.*, 34 A., 1026.

We have carefully read the allegations of plaintiffs' petition. The substantial allegations are that Simon Cohn more than a yeare before the institution of the suit conceived the design of

190 swindling his creditors, and then he enumerates various acts done by said Cohn with the intent to defraud his creditors; that he purchased a large amount of goods on credit and sold them far below cost in the original packages for cash; that he executed a mortgage for $4,000 upon a fine brick store in favor of his brother, Alexander Cohn, and that the mortgage was without consideration, and that all this was done to defraud his creditors. He further alleges that he caused his wife to sue for and obtain a judgment for several thousand dollars and for dissolution of the community with the intention of having her to purchase the store under a foreclosure of his brother's mortgage in order that he might do business therein in the name of his wife. He also alleges that he had opened a store in the name of Meyer and one in the name of Martin; that all of these parties colluded with said Simon Cohn to carry into effect the nefarious design and wicked scheme of said Cohn with the intent to defraud his creditors. These allegations are broad, and, if true, show that these various defendants were willing instru-

191 ments in the hands of their debtor, assisting him in carrying out his designs, but the question remains, Has the creditor the right to complain unless he avers that he is injured by these transactions, and that his debtor is insolvent and has no other property out of which he can make good his demand? This the law imperitively demands that they shall prove and denies to them the right to offer such proof unless he has made the proper allegations to admit such proof. This plaintiffs have failed to do. It is true

plaintiffs allege that if A. Cohn is permitted to have the brick store sold under his foreclosure proceedings it will work him an injury, but he in no way sets forth how the sale will be injurious to him. They have their judgment and, so far as their petition discloses, their debtor may have ample property liable to seizure out of which their judgment may be collected. In the case of Hart & Co. *vs.* Bowie *et al.*, 34 A., 327, plaintiffs sued to have a sale made by
192 their judgment debtor set aside as fraudulent, and if not fraudulent they ought to have declared a simulation and in their petition they declared that the sale sought to be annulled or declared a simulation was made "to their extreme detriment and injury."

Yet the supreme court held that such an allegation did not relieve the plaintiffs from the necessity of alleging the insolvency of their debtor, and that this fact of the insolvency was known to the purchaser; and the court in that case declared that such allegations were absolutely essential whether the suit was a revocatory action or an action en declaration de simulation.

For the reason above set forth it is ordered that the judgment appealed from be affirmed at costs of appellants.

Signed April 15th, 1885.

THOS. P. CLINTON,
A. A. GUNBY,
Judges of 2nd Circuit.

Endorsed as follows:
Filed April 15th, 1885. Wm. Rous, cl'k.

193 STATE OF LOUISIANA, }
Parish of East Carroll. }

I, Wm. Rous, clerk of the 8th district court and *ex officio* clerk of the 2nd circuit court of appeals in and for the parish of East Carroll, State of Louisiana, duly commissioned and qualified, do hereby certify that the foregoing — pages contain a full, true, and complete transcript of all the proceedings had in said suit styled Wood & Lee *vs.* Alexander Cohn *et als.*. No. 232 on the docket of the said 8th district court, in said 8th district court, and also in the 2nd circuit court of appeals in and for said parish, to which said suit was taken on appeal, as taken from the records of said courts and from the original papers in said suit now on file in my office.

[SEAL.] [SEALS.] Witness my hand and seals of said courts this 27th day of November, 1885.

WILLIAM ROUS,
Clerk 8th District Court & ex officio Clerk of the Circuit Court of Appeals.

Endorsed: United States circuit court, western dist. La. No. 111. Wood & Lee *vs.* Simon Cohn *et als.* Exhibit "J." Filed Nov. 30th, 1885. J. Beattie, d'y cl'k.

194 *Subpœna in Chancery & Marshal's Return.*

UNITED STATES OF AMERICA:

The President of the United States to the marshal for the western district of Louisiana, Greeting:

You are hereby commanded to summon Simon Cohn, his wife, Mrs. Fannie Cohn, and Mrs. Henrietta Steinhardt, all residents & citizens of the parish of East Carroll, State of Louisiana, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden at the city of Monroe, Louisiana, on the first Monday of January, A. D. 1886, then and there to answer a bill in chancery filed against Simon Cohn *et als.*, wherein Wood & Lee are complainants and said Simon Cohn *et als.* are defendants. Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at
[SEAL.] the city of Monroe, this 30th day of November, in the year of our Lord one thousand eight hundred and eighty-five, and the 110th year of American Independence.

J. B. BEATTIE,
D'y Clerk.

The defendants are hereby notified that they are required to enter their appearance in the clerk's office of the United States circuit court on or before the first Monday of January A. D. 1886; otherwise the bill may be taken *pro confesso.*

J. B. BEATTIE,
D'y Clerk.

195 [Endorsed:] United States circuit court. No. 111. Wood & Lee *vs.* Simon Cohn *et als.* Subpœna in chancery. Filed Dec. 8th, 1885. J. B. Beattie, d'y cl'k.

Marshal's Return.

Received the within subpœna in chancery in this case & two certified copies thereof, in office, on the 30th day of Nov., 1885, & served the said copies on the defendants by handing one of them to Simon Cohn in person for himself & his wife, Mrs. Fannie Cohn, & Mrs. Henrietta Steinhardt, at their domicile or residence, in the town of Providence, parish of Carroll, 150 miles from Monroe, on the 4th day of December, 1885.

W. H. HANNA,
D'y U. S. Marshal.

196 *Entry in Order Book.*

JANUARY 2ND, 1886.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

The defendant-, Simon Cohn *et als.*, by their solicitor, F. F. Montgomery, Esqr., enter their appearance in this case on this the 2nd Jan'y, 1886.

Demurrer.

U. S. Circuit Court, Western Dist. of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

The demurrer of S. Cohn & H. Steinhardt and of Mrs. Fannie Cohn, made defendants, to the bill of complaint of Wood & Lee, complainants.

These defendants, by protestations, not confessing or acknowledging all or any of the matters or things in said bill of complaint to be true in such manner & form as the same are therein and thereby set forth and alleged, doth demurrer thereto, & for cause of demurrer showeth that complainants hath not by their said bill made such a cause as entitles them in a court of equity to
197 any relief from or against these defendants touching the matter contained in said bill or any of such matters.

Wherefore and for divers other good causes of demurrer appearing in said bill of complaint these defendants demur to said bill and to all the matters & things therein contained and hereby pray the judgment of this honorable court whether they shall be compelled to make any other or further answer to the said bill, and they pray to be hence dismissed with their reasonable costs in this behalf sustained.

C. J. & J. S. BOATNER,
Solicitors for D'f'ts.

I certify that in my opinion the foregoing demurrer to the bill of complaint of Wood & Lee *vs.* S. Cohn *et als.* is well founded in law & proper to be filed in the said cause.

C. J. BOATNER.

C. J. Boatner, solicitor for the defendants in the foregoing suit in equity, deposes that his said clients are absent and that the said demurrer has been prepared and is to be filed on his advice
198 & is not interposed for purposes of delaying said suit or any proceeding therein.

C. J. BOATNER.

Sworn to and subscribed before me this the 1st February, A. D. 1886.

J. B. BEATTIE, *D'y Cl'k.*

Endorsed: U. S. circuit court, western district of Louisiana. In equity. Wood & Lee *vs.* S. Cohn *et als.* No. 111. Demurrer. Filed Feb. 1st, 1886. J. B. Beattie, d'y cl'k.

199 *Entry in Order Book.*

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

On motion of Messrs. Ludeling & Stillman, of counsel & solicitors for complainants in above entitled and numbered cause, the demurrer filed herein on behalf of defendants is set down for trial at Shreveport, La., on Tuesday, Feb'y 16th, A. D. 1886, or as soon thereafter as the same can be reached by the court.

Monroe, La., Feb'y 8th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

200 *Notice of Trial of Demurrer.*

Circuit Court of the United States for the Fifth Judicial Circuit and Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111. In Equity.

You are hereby notified that the demurrer filed herein on behalf of def'ts in this case is assigned for trial for Tuesday, the 16th day of Feb., A. D. 1886, at 11 o'clock a. m., at Shreveport, La.

By order of court.

Witness my hand and seal of the said court, at Monroe, [SEAL.] La., this 13th day of February, A. D. 1886.

J. B. BEATTIE, *D'y Cl'k.*

To C. J. & J. S. Boatner, Esqs., solicitor- for def'ts.

[Endorsed:] No. 111. United States circuit court. In equity. Wood & Lee *vs.* Simon Cohn *et als.* Notice of trial of demurrer.

Marshal's Return.

201 Received the within notice in office on Feb'y 13th, 1886, & on same day, month, & year made service by handing certified copy to John S. Boatner, counsel for defendant-, at his office, in city of Monroe.

E. T. LAMKIN,
D'y U. S. Marshal.

Filed February 15th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

Extract of Minutes.

WEDNESDAY, *Feb'y 24th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111. In Equity.

Demurrer filed herein came on to be heard; after argument the court took time to consider.

202 *Extract of Minutes.*

MONDAY, *April 12th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Demurrer filed herein on behalf of defendants overruled.

Extract of Minutes.

FRIDAY, *April 16th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Motion to appoint special examiner filed on behalf of complainants. Order granted. Time granted defendants until first Monday of May, 1886, to file answer.

203 *Application for Appointment of Special Examiner.*

In the U. S. Circuit Court, Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN. }

To the hon. the judges of the U. S. circuit court, western district of La.:

The complainants herein, with respect, suggest to your honor the appointment of a special examiner in this cause to take the testimony of the witnesses of both complainants & defendants in the

bill, and would suggest that J. B. Beattie, d'y clerk of this court, be named as said examiner.

Wherefore, praying said appointment of said officer for the purpose of taking depositions & testimony in this cause as aforesaid, they will ever pray.

LUDELING & STILLMAN, *Att'ys.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn. Filed April 16th, 1886. J. W. Wheaton, clerk.

204 *Plea.*

Circuit Court U. S., 5th Circuit, Western Dist. La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

The joint & several plea of Simon Cohn, Fannie Cohn, & Henrietta Steinhardt.

The defendants, by protestation, not confessing or acknowledging the matter and things in and by said bill set forth and alleged to be true in such manner and form as the same are thereby and therein set forth and alleged, for plea to that part of the bill which alleges that complainants are the assignees & owners of a certain judgment rendered against Simon Cohn in favor of S. B. Newman & Co., and which seeks relief from these defendants on account of such alleged assignment & ownership, saith that S. B. Newman & Co. and each and every member of said firm were when said judgment was rendered and at the date of said alleged assignment citizens of the State of Louisiana; that these defendants were at said dates citizens of the State of Louisiana.

That this court is without jurisdiction to try and determine
205 the cause presented by complainants as assignees of the judgment of S. B. Newman & Co. against Simon Cohn, because such suit could not have been prosecuted by the alleged assignees, S. B. Newman & Co.

All which matters & things these defendants do aver to be true, and they plead the facts hereinbefore set forth in bar to that portion of the bill as hereinbefore particularly mentioned, and pray the judgment of this hon. court whether they ought to be required to make any other or further answer to so much of the said bill of complaint as is hereinbefore pleaded to and pray to be hence dismissed with their costs & charges in that behalf most wrongfully sustained.

C. J. & J. S. BOATNER,
LEONARD, MARKS & BRUENN,
Of Counsel for D'f'ts.

In my opinion the above and foregoing plea is well founded in point of law.

April 16th, 1886.

A. H. LEONARD,
Solicitor for Def'ts.

Personally appeared before me, the undersigned authority,
206 Simon Cohn, Fannie Cohn, & Henrietta Steinhardt, who, being duly sworn, depeses & says that the above & foregoing plea is not interposed for delay, and that it is true in point of fact.

S. COHN.
FANNIE COHN.
HENRIETTA STEINHARDT.

Sworn to & subscribed before me this 11th day of April, A. D. 1886.

CHAS. R. EGELLY,
[SEAL.] *U. S. Commissioner, Western District of Louisiana.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn *et al.* Plea. Filed April 27th, 1886. J. B. Beattie, d'y cl'k.

207 *Extract of Minutes.*

THURSDAY, *April 29th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, district judge, presiding.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Plea to jurisdiction filed herein set down for argument to-day, April 29th, 1886.

Plea filed herein, after argument, was overruled, with leave granted to defendants to file answer on or before Monday, June 7th, 1886.

Motion to tax costs filed, and same referred to J. B. Beattie, d'y clerk, as master to report thereon.

Extract of Minutes.

FRIDAY, *April 30th*, 1886.

Court met pursuant to adjournment.

Present: His Honor Aleck Boarman, district judge, presiding.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Report of master on the question of taxing costs filed, and same referred to a committee composed of Messrs. D. C. Morgan, M. J. Liddell, W. N. Potts.

208 *Report of Master.*

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

To the hon. the judge of said court:

The undersigned, to whom was referred the taxing of costs in this cause, reports the same as follows:

Clerk's costs, U. S. court	$4 65
Clerk's costs, State dist. court, for copies of exhibits	13 00
Marshal's costs	25 00
	42 65

Respectfully submitted.
April 30th, 1886.

J. B. BEATTIE, *D'y Cl'k.*

WOOD & LEE
vs.
SIMON COHN.

In this case it is ordered & adjudged that the plaintiffs have judgment & recover of defendants the sum of forty-two dollars & $\frac{65}{100}$ of a dollar as costs of court.

Done, read, & signed in open court this 3d day of April, A. D. 1886.

ALECK BOARMAN, *Judge.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn. Report of master. Filed April 30th, 1886. J. B. Beattie, d'y cl'k.

209 *Entry in Order Book.*

MONDAY, *June 7th*, 1886.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Defendants, Mrs. Fannie Cohn, Simon Cohn, and Mrs. Henrietta Steinhardt, through their solicitors, Mess. C. J. & J. S. Boatner, file their pleas and answers to complainants' bill in above entitled and numbered cause.

Plea and Answer of Simon Cohn.

Circuit Court U. S., 5th Circuit & Western Dist. Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

The plea of Simon Cohn, one of the defendants, to the bill of complaint of plaintiffs.

This defendant, by protestation, not confessing — acknowledging the matters and things in and by said bill set forth and alleged to be true in such manner and form as the same are thereby and therein set forth and alleged, for plea to the whole of said bill or to so much and such part of the bill as seeks or prays a recov-
210 ery from this defendant and for cause of plea saith that complainants are not owners of the judgment rendered in the case of S. B. Newman & Co. *vs.* S. Cohn, No. 172, as per the exhibit attached to the bill of complaint, and avers that the pretended title to the same is a simulation and sham, gotten up to give this honl. court jurisdiction.

Further answering, he denies all and singular each and every charge in their said bill contained, except that the judgments as therein stated were rendered against him as stated, but all the charges of fraud, collusion, & simulation are untrue and hereby specially denied, and this defendant denies all and all manner of unlawful combination and confederacy wherewith he is by the same bill charged; without this, that there is any other matter, cause, or thing in the complainants' said bill of complaint contained material or necessary for this defendant to make answer unto and not herein and hereby well and sufficiently an-
211 swered, confessed, traversed, and avoided or denied is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain, and prove as this hon. court shall direct, and humbly prays to be herein dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

C. J. & J. C. BOATNER, *Solicitors.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn *et al.* Pleas & answer of Simon Cohn. Filed June 7th, 1886. J. B. Beattie, d'y cl'k.

212 *Plea and Answer of Mrs. Fannie Cohn.*

Circuit Court U. S., 5th Circuit & Western District La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

The plea of Mrs. Fannie Cohn, one of the defendants, to the bill of complaint of plaintiffs.

This defendant, by protestation, not confessing or acknowledging the matters and things in and by said bill set forth and alleged to be true in such manner and form as the same are thereby and therein set forth and alleged, for plea to the whole of said bill or to so much and such part of the bill as seeks or prays a recovery from this defendant and for cause of plea saith—

That the judgment of separation of property between herself and her said husband, S. Cohn, as set forth in plaintiffs' bill of complaint, was rendered by the district court of the State of Louisiana for the parish of East Carroll, and this hon. court is without jurisdiction to entertain an action to annul the same; and for answer to
213 plaintiffs' bill of complaint she avers that she has received no property from her said husband, nor does the judgment aforesaid prevent or embarrass the plaintiffs in exercising any such rights as they may have against S. Cohn, her said husband.

She further shows that the said judgment was legally and fairly rendered according to the laws of the State of Louisiana, and she specially denies all the charges of fraud, combination, and collusion made in plaintiffs' bill of complaint in relation thereto.

And this defendant denies all and all manner of unlawful combinations and confederacy wherewith she is by the said bill charged; without this, that there is any other matter, cause, or thing in the complainants' said bill of complaint contained material or necessary for this defendant to make answer unto and not herein & hereby well and sufficiently answered, confessed, traversed, and avoided or denied is true to the knowledge or belief of this defendant;
214 all which matters and things this defendant is ready and willing to aver, maintain, and prove as this hon. court shall direct, and humbly prays to be hence dismissed with her reasonable costs and charges in this behalf most wrongfully sustained.

C. J. & J. S. BOATNER, *Att'ys.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn *et al.* Plea & answer of Mrs. Fannie Cohn. Filed June 7th, 1886. J. B. Beattie, d'y cl'k.

215 *Plea and Answer of Mrs. Henrietta Steinhardt.*

Circuit Court U. S., 5th Circuit & Western District. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

The plea of Henrietta Steinhardt, one of the defendants, to this bill of complaint of plaintiffs.

This defendant, by protestation, not confessing or acknowledging the matters and things in and by said bill set forth and alleged to be true in such manner and form as the same are thereby & therein set forth and alleged, for plea to the whole of said bill or to so much and such part of the bill as seeks or prays a recovery from this defendants and for cause of plea saith—

That she is owner of the several properties described in plaintiffs' bill of complaint by recorded titles translative of property, and upon the question as to whether she or Simon Cohn is the actual owner thereof she is entitled to a trial by jury, and that this honl. court is without jurisdiction in equity to take cognizance of said ques-
216 tion as presented by plaintiffs' bill of complaint; and for further cause of plea she saith—

That more than one year had elapsed since the judgments upon which the complainants herein proceed were rendered before the institution of this writ, and in so far as plaintiffs' bill of complaint seeks to avoid this defendant's title & ownership of the property described in their said bill of complaint as being in fraud of the rights of the creditors of Simon Cohn the same is barred by the prescription of one year which she pleads against the same.

For answer to plaintiffs' bill of complaint she expressly denies that the purchase by her of the property described in plaintiffs' bill of complaint was simulated; but, on the contrary, avers that the said property was purchased with her own means and funds, and that she was well able to purchase the same.

She avers that all the allegations made by complainants in this their said bill of coinplaint charging this defendant with
217 fraudulent collusion with Simon Cohn are false and untrue.

She avers that the wife of Simon Cohn is her only child, who will inherit all the property owned by this defendant at her death, and that this defendant resides with her daughter and permits her son-in-law to manage her business, as her agent, under a special power of attorney.

She avers that all the real and personal property owned by said Simon Cohn, subject to seizure for debt, was so seized and sold and the proceeds applied to the payment of his debts.

That she bought none of said property except the brick store-house and lots upon which the same is situated in the town of Lake Providence.

That she became the lawful purchaser thereof at a sheriff's sale and paid the price of her bid with her own funds.

That she is not aware of her own knowledge whether the mortgage under foreclosure of which she purchased was real or simulated, but avers that if it was simulated she was not a party
218 thereto, had no knowledge thereof, and is not affected thereby.

She further avers that the goods and merchandise upon which she commenced business as a merchant in the town of Lake Providence were purchased with her own funds & were credit directly from wholesale dealers, who did not look to the responsibility of S. Cohn, who was then and is now hopelessly insolvent.

And this defendant denies all and all manner of unlawful combination and confederacy wherewith she is by the said bill charged; without this, that there is any other matter, cause, or thing in the said complainants' said bill of complaint contained material or necessary for this defendant to make answer unto and not herein & hereby well and sufficiently answered, confessed, traversed, & avoided or denied is true to the knowledge or belief of this defendant; all which matters and things this defendant is ready and
219 willing to aver, maintain, and prove as this honl. court shall direct, and humbly prays to be hence dismissed with her reasonable costs & charges in this behalf most wrongfully sustained.

C. J. & J. S. BOATNER, *Solicitors.*

Endorsed: No. 111. Wood & Lee *vs.* Simon Cohn *et al.* Plea & answer of Mrs. Henrietta Steinhardt. Filed June 7th, 1886. J. B. Beattie, d'y clerk.

Replication.

U. S. Circuit Court, 5th Circuit, West Dist. of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

The replication of Wood & Lee, complainants, to the answer of Simon Cohn, Mrs. Fannie Cohn, his wife, & Mrs. Henrietta Steinhardt, defendants.

This represents, saving & reserving unto themselves now & at all times hereafter all & singular all manner of benefit & ad-
220 vantage of exception which may be had or taken to the manifold insufficiencies of said answers, for replication thereto say that *he* will aver, maintain, & prove *his* said bill of complaint to be true, certain, & sufficient in law to be answered unto, & that the said answer of said defendants is uncertain, untrue, & insufficient to be replied to by these replicants; without this, that any other matter or thing *whether* in said answer contained material or effectual in the law to be replied unto, & not herein & hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters & things these

replicants are & will be ready to aver, maintain, & prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

LUDELING & STILLMAN,
Solicitors for Complainants.

Endorsed: No. 111. Circuit court of U. States, 5th circuit, La. Wood & Lee *vs.* Simon Cohn *et als.* In equity.
221 & 222 Replication. Filed July 1st, 1886. J. B. Beattie, d'y cl'k.

Extract of Minutes.

TUESDAY, *July 20th*, 1886.

Court met pursuant to adjournment.
Present: His Honor Aleck Boarman, district judge, presiding.

WOOD & LEE
vs.
SIMON COHEN *et al.* } No. 111.

Agreement of counsel filed.

Agreement of Counsel.

U. S. Circuit Court, Western Dist. La.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

In this case it is agreed by solicitors representing plaintiffs & defendants respectively that plaintiffs shall take testimony during the months of August, the defendants during September, either party to give the other three days' notice of time when they will commence and of the place where the same is to be taken.

LUDELING & STILLMAN,
Solicitors for Plaintiffs.
223 C. J. & J. S. BOATNER,
For Defendants.

Endorsed: Wood & Lee *vs.* Simon Cohn *et als.* No. 111. Agreement of counsel. Filed July 20th, 1886. J. B. Beattie, d'y clerk.

Extract of Minutes.

MONDAY, *Oct. 25th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, district judge. presiding.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Master's report in the matter of taxing costs affirmed.

Extract of Minutes.

MONROE, LA., FRIDAY, *October* 29*th*, 1886.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, district judge, presiding.

224 WOOD & LEE *vs.* SIMON COHN *et als.* } No. 111.

Motion to enlarge time for taking testimony filed; order granted.

Motion to Enlarge Time for Taking Testimony.

U. S. Circuit Court, 5th Circuit, Western Dist. of La.

WOOD & LEE *vs.* S. COHEN *et als.* } No. 111.

The plaintiff in this case respectfully prays for an order enlarging or extending the time for taking testimony in this case, having been unable to take it before.

LUDELING & STILLMAN, *Solicitors.*

Endorsed: No. 111. Wood & Lee — S. Cohn *et als.* Motion to enlarge time for taking testimony. Filed Oct. 29th, 1886. J. B. Beattie, d'y cl'k.

225 *Extract of Minutes.*

MONROE, LA., FRIDAY, *October* 29*th*, 1886.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, district judge, presiding.

MISSISSIPPI MILLS *vs.* Mrs. FANNIE COHN *et als.* } No. 90.

&

WOOD & LEE *vs.* SIMON COHN *et als.* } No. 111.

On application of Mess. Ludeling & Stillman, solicitors for complainants, it is ordered that these causes be consolidated and same continued until the April term of the U. S. circuit court of this place.

226 *Interrogatories to Isaac Lessem; Petition, Affidavit, and Order.*

U. S. Circuit Court, 5th Circuit & Western Dist. of Louisiana.

WOOD & LEE
vs. } No. 111.
SIMON COHN.

To the hon. the judge of said court:

The defendants in this cause respectfully show that the testimony of Isaac Lessem, of Quincy, Ill., is important & material in support of their defence; that he lives more than one hundred miles from the court-house and this district; that they desire to take his testimony by commission; wherefore they pray that a commission issue to some judge, justice of the peace, or other commissioner for that purpose, and that he answer the following interrogatories under oath:

1st. What is your name and where do you reside?

2nd. Are you acquainted with Mrs. Henrietta Steinhardt or her husband, Joseph Steinhardt?

3rd. If you say you are acquainted with them please state where you knew them & whether or not either of them is dead; if so, which one.

4th. If you have stated that you were acquainted with
227 Joseph Steinhardt & Mrs. Henrietta Steinhardt please state whether or not you know anything of their financial affairs.

5th. If, in answer to the fourth interrogatory, you have stated that you do know or did, please state whether or not they or either of them had any money; and, if so, how much.

6th. If Mrs. Steinhardt or her husband had any money in Quincy, Ill., please state where—at what bank—it was kept.

7th. If you have stated that they or either of them had money in Ricker's bank please state how you know this fact.

8th. Did you ever send any money from said bank or other place to Mrs. Henrietta Steinhardt; if so, when, and how much?

9th. If you have said that you sent Mrs. Steinhardt any money from Ricker's bank please state the exact amount & the date it was sent and whether or not Jos. Steinhardt was at that time alive or dead.

10th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the sub-
228 ject of this your examination on the matters and question in this cause? If yea, set forth the same fully and at large in your answer.

C. J. & J. S. BOATNER, *Solicitors.*

The foregoing petition considered, it is ordered that a commission issue, as prayed for, that *of* —— ——, Quincy, Ill., be appointed

special examiner to execute the same, and that the return day be fixed for March 12th, 1887.

This done and signed in office this the 11th day of Feb'y, A. D. 1887.

J. B. BEATTIE, *D'y Cl'k.*

Endorsed: No. 111. U. S. circuit court, 5th circuit, western dist. La. Wood & Lee *vs.* Simon Cohn *et als.* In equity. Pet., intgs., & order. Filed Jan'y 5th, 1887. J. B. Beattie, clerk.

229 *Cross-Interrogatories to Isaac Lessem.*

U. S. Circuit Court, 5th Circuit, Western District of Louisiana.

WOOD & LEE
vs.
S. COHN & Others. } No. 111.

The plaintiffs in the above-entitled suit reserv-*s* all legal objections to the testimony of said witness, Isaac Lessem, and propound the following cross-questions, viz:

1st. What is your business or occupation? What relation or connection are you to the defendants Simon Cohn or Henrietta Steinhardt? How old are you? Have you any interest in the event of this suit?

2nd. Where and when did Joseph Steinhardt die? What children had they? What property did he have when he died, & what business had he been engaged in when he died?

3rd. Did you know of your own personal knowledge that either Mr. & Mrs. Steinhardt had money in any bank? How did you know this? How much money had one or the other in said bank? How do you know this?

4th. If you say you ever sent any money from anywhere to Mrs. Steinhardt, from whom did you get it? Was not the money deposited at said bank by Mr. S. Cohn? Did you not send said
230 money to Mrs. Steinhardt at the request or by the instructions of Mr. S. Cohn?

5th. Was the money sent by a draft or check or post-office order, or how? To whom was it sent?

6th. When did Mrs. Steinhardt come to Louisiana? Where had she lived when she came to Louisiana? How long had her husband been dead when she came to Louisiana? About how old is she?

7th. What amount of property had Mr. Steinhardt when he died? Where was his succession opened—in what court, in what county, & in what State? Who administered on his estate after his death?

8th. Did not Mr. Simon Cohn have a considerable property before his wife sued him for separation of property? What became of said property? What became of his money?

9th. Were you not as well acquainted with Mr. S. Cohn as you were with Mr. J. Steinhardt?

LUDELING & STILLMAN,
Counsel for Pl'ffs.

231 *Interrogatories to S. Lowenburg.*

U. S. Circuit Court, 5th Circuit, Western Dist. La.

WOOD & LEE
vs.
SIMON COHN, FANNIE COHN, & HENRIETTA STEINHARDT. } No. 111.

Interrogatories propounded by defendants to Sam'l Lowenberg, a resident of the city of New Orleans and a material & competent witness in this behalf.

Intg. 1st. What is your age, occupation, & residence?

Intg. 2. Do you know the parties to this suit or any of them; if so, how long have you known them?

Intg. 3. Where did the parties whom you know reside when you first knew them?

Intg. 4. Did you know Joseph Steinhardt? If you did, please state how long you knew him and what the nature of your acquaintance with him was.

Intg. 5. Is said Joseph Steinhardt living or dead? When did he die?

Intg. 6. What relation was he, if any, to the defendants?

Intg. 7. Where did said Joseph Steinhardt reside when you first knew him, who constituted his family at that time, and in what business was he engaged?

Intg. 8. What was the condition of said Joseph Steinhardt
232 pecuniarily & as to means & property when you knew him and at the time of his death?

Intg. 9. What was the condition of Henrietta Steinhardt pecuniarily & as to means & property after the death of said Joseph Steinhardt?

Intg. 10. Please state anything further you may know with regard to matters herein enquired of material to cause of either pl'ffs or def'ts.

BOATNER & BOATNER,
LEONARD, MARKS & BRUENN,
Solicitors for Def'ts.

All legal objections to the testimony of the above witness are reserved, & the following cross-questions are propounded, to wit:

Cross-Interrogatories to S. Lowenburg.

1st. Are you not related to or connected with *with* the defendants or some of them? What interest have you in this suit?

2nd. Where did said Steinhardt die? Who administered on his estate? In what did his estate consist? Where was his property? How many children had he when he died? How many grandchildren? Where are his children & grandchildren?

3rd. How do you know what property or money said Stein-
233 hardt had when he died? Where were you living when Steinhardt died?

4th. What property or means had Simon Cohn prior to his wife's suit for separation of property? What became of said property? Were you not as well acquainted with Simon Cohn as with Joseph Steinhardt?

5th. How old is Mrs. Steinhardt? Where are her children & grandchildren living now? Where were they living when she went to Lake Providence, La.?

LUDELING & STILLMAN,
Counsel for Pl'ffs.

Endorsed: No. 111. U. S. circuit court, west dist. La. Wood & Lee *vs.* Cohn *et al.* Interrogatories to S. Lowenberg. Filed Jan'y 6th, 1887. J. B. Beattie, d'y cl'k.

234 *Interrogatories to John V. Moore.*

U. S. Circuit Court, Western Dist. of La.

WOOD & LEE
vs.
SIMON COHN *et al.*

MISSISSIPPI MILLS
vs.
S. COHN *et al.*

} Consolidated Cases. No. 111.

Interrogatories propounded by the defendant Mrs. Henrietta Steinhardt to John V. Moore, a competent witness residing in the city of New Orleans, La., and whos- answers to the annexed interrogatories are to be read in evidence on the trial of this cause.

1st. What is your business & place of residence?

2nd. Are you acquainted with Mrs. Henrietta Steinhardt, of East Carroll parish?

3rd. If yea, have you had any business relations or transactions with her; &, if yes, of what character & how long have they subsisted?

4th. If in answer to the preceeding interrogatories you have said that your firm has been the cotton factor of Mrs. Steinhardt, & as such have given her credit, state whether or not such credit was extended to her personaliy or on the strength of the responsibi-ty of any other person.

235 5th. Did you look to any one else than said Mrs. Steinhardt for the payment of your advances to her?

6th. Do you know or can you state any other matter or thing pertinent to the issue in this cause or which would be of advantage to either of the parties thereto? If so, state the same as fully in your answer as if specially interrogated about the same.

C. J. & J. S. BOATNER, *Solicitors.*

Let a commission issue returnable April 18th, A. D. 1887, and E. D. Craig, a U. S. com. residing in the city of New Orleans, La., is hereby appointed sp'l com'r to execute the same.

This done and signed M'ch 24, A. D. 1887.

J. B. BEATTIE, *D'y Cl'k.*

Endorsed: No. 111. U. S. circuit court, west. dist. La. Wood & Lee *vs.* S. Cohn *et al.* Interrogatories to Jno. V. Moore. Filed 24th March, 1887. J. B. Beattie, d'y cl'k.

236 *Cross-Int'g's to J. V. Moore.*

U. S. Circuit Court, Western District of Louisiana.

WOOD & LEE *vs.* SIMON COHN *et al.*
MISSISSIPPI MILLS *vs.* SIMON COHN *et al.*
} Consolidated Cases.

Reserving all objections of form and substance, especially as to the competency, of the answers to the interrogatories-in-chief, complainants, through their undersigned solicitor, now propound the following cross-interrogatories to the witness, John V. Moore:

X Intg. 1st. If, in answer to interrogatory second, you say you are acquainted with Mrs. Henrietta Steinhardt, will you state whether you know her personally? Will you describe her appearance and apparent age? When and where did you make her personal acquaintance? Who introduced you to her? What is her nationality? Does she seem to be well educated or is she illiterate? Does she speak the English language fluently or has she a foreign accent?

X Int. 2nd. If, in answer to the 3rd interrogatory, you say you have had business transactions with her and you mention the character and duration of your business relations with her, will
237 you state whether or not you ever transacted any business with her personally? Did you ever see her and talk business matters over with her? Did you ever receive a business letter from her which purports to have been written and signed by her specially? Do you know whether she can write the English language?

X Intg. 3rd. Have you or not dealt only with Simon Cohn in his pretended capacity as agent for Mrs. Henrietta Steinhardt, his mother-in-law? Did you ever have any transaction with her except through Simon Cohn, who assumed to be her agent? If yea, please mention the transaction and the time and place of its occur-ance. Was not all the business engagements you have had with her conducted in her behalf by Simon Cohn?

X Intg. 4th. If, in answer to the 4th interrogatory-in-chief, you say that your firm has been the cotton factor of Mrs. Steinhardt and as such you have given her credit, will you state whether you required

her to execute mortgage on any property in the town of Providence in order to secure your firm in making advances to her or her agent, Simon Cohn? If yea, state upon what property or properties
238 you took such mortgage and the amount of advances you agreed to make on such security. Did not Simon Cohn arrange all business transactions with you in his capacity of agent for his said mother-in-law, and did he not execute said mortgage or mortgages as agent?

X Int. 5th. Did you not know that Simon Cohn had no property standing in his own name, and that he transacted all business in the name of his mother-in-law? Do you not know that the complainants have brought suit to cause all the property standing in the name of Mrs. Steinhardt to be declared to be actually the property of Simon Cohn? Have you not been informed that Simon Cohn has swindled his creditors and has put all of his property or business in the name of his mother-in-law?

X Intg. 6th. If, in answer to the 5th interrogatory, you say you look to Mrs. Steinhardt personally for payment of your advances to her, will you state whether or not you look to the mortgage you hold to secure her indebtedness to you? How much is her indebtedness and what is the value of the mortgage property you hold as security for her debt?

239 X Intg. 7th. If, in answer to the 6th general interrogatory, you have stated any facts material to the issues of this cause, will you state how you acquired knowledge of those facts? From whom, when, and how did you acquire knowledge of these facts?

X Intg. 8th. Have you ever been written to by Simon Cohn, agent, or any one else, requesting you to give testimony in this case or inquiring what testimony you could give? If so, annex to your deposition the letter or letters received by you.

X Intg. 9th. Have you ever been approached by Simon Cohn, agent, or any one else, and importuned or requested to give your evidence in this case? Have you ever imparted to Simon Cohn or any one else the substance of the evidence you have given in your examination-in-chief? If so, to whom, when, and at whos- request?

W. G. WYLY, *Solicitor.*

Endorsed: No. 111. U. S. circuit court. Wood & Lee *vs.* Simon Cohn *et als.* Mississippi Mills *vs.* Simon Cohn *et al.* Cross-int'g's to John V. Moore. Filed April 1st, 1887. J. B. Beattie, d'y clerk.

240 *Interrogatories to H. F. J. Ricker.*

U. S. Circuit Court, Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et al.*
} Consolidated Cases.
MISSISSIPPI MILLS
vs.
SIMON COHN *et al.*

Mrs. Henrietta Steinhardt, one of the defendants herein, respectfully shows that the testimony of F. J. Ricker, a competent witness, residing at Quincy, Ill., is necessary and material to her in the trial of this cause; wherefore she prays that a commission issue, directed to a competent commissioner of your hon. court, requiring him to take the answers of said witness to the annexed interrogatories; prays for proper notice to the complainants & for general relief.

C. J. & J. S. BOATNER.

1st. What is your vocation and where do you reside? How long have you resided in your present place of residence, and how long engaged in your present business?

2nd. Were you ever acquainted with Joseph Steinhardt, formerly of Hannibal, Mo., & Quincy, Ill.?

3rd. If you have said in answer to the preceeding inter-
241 rogatory that you did know said Joseph Steinhardt, please state whether you ever had any business transactions with him; &, if so, when & of what character?

4th. If, in answer to the preceeding intg., you have said that said Steinhardt made deposits of money in a banking institution with which you were connected as president, cashier, or owner, please state the amount, when deposited, and when withdrawn, if the same has been withdrawn, & by whom.

5th. Are you acquainted with Isaac Lessem, of Quincy, Ill.? If so, state his business, general character, & standing in the country where he resides, if you know it.

6th. Are you acquainted or were you ever acquainted with Mrs. Henrietta Steinhardt, widow of Joseph Steinhardt? If you —, state whether or not she has ever had any money or deposit in Ricker's bank.

7th. If yes, how much, when deposited, when withdrawn, & by whom?

8th. Do you know or can you state any other matter or thing pertinent to the subject of the foregoing interrogatories or
242 material to the issue between the parties in the foregoing suits or which would be of benefit to them or either of them? If yea, set forth the same fully in your answers as if specially interrogated in regard to this.

C. J. & J. S. BOATNER, *Solicitors.*

Let a commission issue as prayed for to take the answers of the witness named in the foregoing interrogatories and same made returnable July 1st, 1887, and W. A. Wells, of Quincy, Ills., is appointed sp'l exam. to execute the same.

This done & signed this the 24th day of M'ch, A. D. 1887.

J. B. BEATTIE, *D'y Clerk.*

Service of the foregoing is acknowledged & delays waived.

Endorsed: No. 111. U. S. district court La. Wood & Lee *vs.* S. Cohn *et al.* Interrogatories to F. J. Ricker. Filed March 24th, 1887. J. B. Beattie, d'y clerk.

243 *Cross-Interrogatories to H. F. J. Ricker.*

U. S. Circuit Court, Western District of Louisiana.

WOOD & LEE *vs.* SIMON COHN *et al.*
MISSISSIPPI MILLS *vs.* SIMON COHN *et al.*
} Consolidated Cases.

Reserving all objections of form and substance, especially to the competency of the answers of the witness F. J. Ricker to the interrogatories-in-chief, complainants, through their undersigned solicitor, now propound the following cross-interrogatories:

Cross-intg. 1st. If in answer to the 2nd and 3rd interrogatories-in-chief you say you knew Joseph Steinhardt and that you had business transactions with him, will you state whether your acquaintance was so intimate as to enable you to gain full and thorough knowledge as to his financial condition at the time you transacted business with him? Have you personal knowledge as to how much he was worth over and above his liabilities? Did you ever give any thought to this matter or make any investigation as to what he was worth? If so, state what induced you to investigate the exact condition of his affairs.

244 2nd. How long have you known Joseph Steinhardt? What occupation did he pursue? Did he own any property in Quincy? What means had you of deriving exact information as to how much he was worth over and above his liabilities? When he died did he leave any estate in Quincy or elsewhere, to your knowledge?

3rd. If in answer to the fourth interrogatory-in-chief you say that Joseph Steinhardt made deposits of money in any bank with which you were connected, will you please annex a copy of his account with said bank to your deposition? Do you know that he owned the monies that he may have deposited and withdrawn from said bank? Can you say positively that the money he was handling belonged to him individually and did not belong to other peo-

ple? As a matter of fact, do you not know that depositors in banks sometimes deposit other people's funds and check them out afterwards?

4th. If in answer to the sixth interrogatory you say you are acquainted with Mrs. Henrietta Steinhardt, will you state who introduced her to you, when did you become acquainted with her,
245 and whether your acquaintance with her is so intimate as to enable you to gain a personal knowledge as to how much money, if any, was bequeathed to her on the death of her husband, Joseph Steinhardt, or as to how much she is worth over and above her liabilities?

5th. If in answer to the 7th interrogatory-in-chief you state Mrs. Henrietta Steinhardt was a depositor in any bank with which you are connected, will you annex to your deposition a copy of her account as depositor? Do you know that she owned the money in her own right that was deposited in her name? If so, how do you know it? If you have any letters written from Louisiana enclosing any deposits to be made in your bank in her name or any letters referring to any deposits or business transactions in her name, will you annex all of said letters to your deposition? Did Simon Cohn, as agent for Mrs. Steinhardt, conduct the transactions in reference to said deposits? Did he write any letters as agent in reference to said deposits? If so, when were they received and when were any deposits made in the name of Mrs. Henrietta Steinhardt?

6th. Did Simon Cohn or his wife, Mrs. Fannie Cohn, ever
246 have any deposits in the bank with which you were connected? If so, please annex a copy of their bank account to your deposition. Do you know or have you any knowledge as to the business affairs of Simon Cohn while he resided in Quincy or subsequently? If so, state whether or not he was a merchant and about the value of his stock in trade or capital in business as well as you can judge. If he was not a depositor in your bank state in what bank he transacted his business. What did you estimate Simon Cohn to be worth while he was a merchant of Quincy, as near as you can judge?

7th. Can you mention the name of any one who has personal knowledge as to how much Joseph Steinhardt was worth and what occupation he had pursued before he died?

8th. If, in answer to the 8th general interrogatory-in-chief, you state any facts material to the issue of this case, will you say how you acquired knowledge of those facts, from whom, & when? Did you acquire any knowledge of the facts stated by you from Simon Cohn or any one else?

247 9th. Have you been written to by Simon Cohn or any one else requesting you to give testimony in this case? If so, annex the letter or letters you have received on that subject. Have you been requested by any one to give testimony; if so, by whom? Have you ever imparted to Simon Cohn or any one else the substance of the evidence you have given in your examination-in-chief; if so, to whom, when, and at whos- request?

W. G. WYLY, *Solicitor.*

Endorsed: No. 111. U. S. circuit court. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Simon Cohn *et al.* Cross-interrogatories to F. J. Ricker. Filed M'ch 30th, 1887. J. B. Beattie, d'y cl'k.

248 *Extract of Minutes.*

MONDAY, *April 11th*, 1887.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, district judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

&

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

By order of court and consent of counsel this cause was assigned for trial at Shreveport, La., on the first Monday of the July term, A. D. 1887, being July 18th, A. D. 1887.

Motion to enlarge time for taking testimony filed on behalf of complainants and same assigned for hearing to-morrow, Tuesday, April 12th, 1887.

Motion to Extend Time to Take Testimony, and Order.

U. S. Circuit Court, Western District of Louisiana.

WOOD & LEE
vs.
S. COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
F. COHN *et als.* } No. 90.

The plaintiffs in the above-entitled cause respectfully represents that it is important and necessary to extend the time for tak-
249 ing testimony in this case in order to enable the complainants to procure the evidence which they believe will fully establish the facts stated in their bill of complaint, & they respectfully pray that the time to take testimony may be extended to the fifteenth of June next for both sides.

Respectfully submitted.

JNO. T. LUDELING,
Solicitor, &c.

That the time in this case for taking testimony be extended to June 1st, A. D. 1887, in favor of all parties to the suit, provided that the solicitor for complainants shall give ten days' notice in writing to advise counsel of the time and place he intends to take testimony, and that all testimony to be taken by him that he intends to take under this order *or* shall be taken within ten days from the date fixed by him for beginning to take his testimony; that the same order as to notice and time shall apply to defendants' solicitors, that so this party have until 1st day of July to take testimony under commission.

April 15th, 1887.

ALECK BOARMAN, *Judge.*

250 Endorsed: No. 111. U. S. circuit court. Wood & Lee *vs.* S. Cohn *et al.* & Mississippi Mills *vs.* F. Cohn *et al.* Motion to extend time to take testimony. Filed April 11th, 1887. J. B. Beattie, d'y cl'k.

Interrogatories to Rob't G. Campbell & Pattie Campbell.

Circuit Court of the United States, Western District of Louisiana.
In Equity.

MISSISSIPPI MILLS *vs.* Mrs. FANNIE COHN *et al.*
WOOD & LEE *vs.* SIMON COHN *et al.*
} Consolidated Cases.

Interrogatories to be propounded to Robert G. Campbell & Pattie R. Campbell, witnesses residing in Springfield, Missouri, whose answers will be read on the trial hereof on the part of complainants.

Intg. 1st. What is your age, occupation, & place of residence?

2nd. Did you ever reside in the parish of East Carroll; and, if so, during what period?

251 3rd. If you say you resided in the parish of East Carroll, will you state whether you knew Simon Cohn and Manfred Meyer, and what occupation did they pursue?

4th. If you say Manfred Meyer had a store and was engaged in merchandising, and that Simon Cohn also had a store or stores and was merchandising in the town of Providence, East Carroll parish, will you state about what time Manfred Meyer opened his store and how long thereafter was it that Simon Cohn carried on business as a merchant?

5th. Did Simon Cohn fail in business, and about what time? How long was it after Manfred Meyer began business?

6th. Do you know whether or not Manfred Meyer obtained any

goods to put in his store from the store of Simon Cohn? State fully all you may know about this matter.

7th. Did you ever see any goods or articles of merchandise in Manfred Meyer's store that you identified as being a part of the lot of goods kept in the store of Simon Cohn? State fully all
252 you may know about the matter enquired of.

8th. Do you know or can you state any other matter or thing material to the issue involved in this case or which may be of advantage to either of the parties hereto? If so, set forth the same fully and at large in your answers hereto.

W. G. WYLY, *Solicitor.*

To the honorable the circuit court of the United States for the western district of Louisiana, holding session at Monroe:

The petition of complainants in the above-entitled causes with respect shows, that they desire to take the depositions of the witnesses Robert G. Campbell and Mrs. Pattie R. Campbell, residing at Springfield, Missouri; that their testimony is material and important to aid complainants in making out their case.

Wherefore complainants pray that a commission issue to D. H. Budlong, or any notary public, U. S. commissioner, judge, or justice of the peace, residing at Springfield, Missouri, authorizing
253 him to take the depositions of said witnesses.

W. G. WYLY, *Solicitor.*

Sworn to and subscribed before me this the 11th day of May, 1887.

J. B. BEATTIE, *D'y Clerk.*

The foregoing application and affidavit considered, let a commission issue as prayed for, the same returnable on or before June 30th, 1887.

Done and signed in office this the 11th day of May, 1887.

J. B. BEATTIE, *D'y Clerk.*

The 7th interrogatory is objected to as leading.

C. J. & J. S. BOATNER, *Solicitors.*

Endorsed: No. 111. Circuit court of the United States, west. dist. La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Wood & Lee *vs.* Simon Cohn *et al.* Interrogatories to Rob't G. Campbell & Pattie R. Campbell. Filed May 11th, 1887. J. B. Beattie, d'y cl'k.

254 *Notice to Take Testimony.*

MONROE, *May* 12, 1887.

Messrs. Boatner & Boatner, solicitors for def'ts.

GENTLEMEN: You are hereby notified that the complainants in the suit of Wood & Lee *vs.* S. Cohn *et al.* & The Miss. Mills *vs.* Mrs. F. Cohn *et al.* will commense to take their testimony in said suit on the 23 of May, under the order of the court of April 15th, at Lake

Providence, Milliken's Bend, & Hard Times, commencing at Lake Providence.

JNO. T. LUDELING,
Solicitor for Comp'ts.

Endorsed: No. 111. U. S. circuit court, west. dist. La. Notice to take testimony. Filed May 12, 1887. J. B. Beattie, d'y clerk.

255 *Interrogatories to Jason Hamilton and Thos. Fatheree.*

U. S. Circuit Court.

WOOD & LEE
vs.
SIMON COHN *et al.*
MISSISSIPPI MILLS
vs.
SAME, Defendants.
} No. 111. Consolidated Cases.

By defendants.

Interrogatories propounded to Jason Hamilton & Thomas Fartheree, both residents of East Carroll parish and important witnesses herein.

1st. Where do you reside and what is your business & vocation?

2nd. Are you acquainted with W. G. Wyly, of East Carroll parish, plaintiffs' solicitor in this case?

3rd. Please state whether or not you have been approached or requested by said Wyly to furnish him evidence in the above cause; if yea, did he offer you any consideration therefor; if yea, what did he offer?

4th. If you have stated that you were approached by him for the purpose above stated, give the conversation he had with you as nearly as possible.

5th. State when and where these conversations occurred.

6th. Do you know or can you set forth any other matter
256 or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

C. J. & J. S. BOATNER, *Solicitors.*

Endorsed: No. 111. U. S. circuit court, west. dist. La. Wood & Lee *vs.* Simon Cohn *et al.* Interrogatories to Jason Hamilton & Thos. Fartheree. Filed June 2nd, 1887. J. B. Beattie, d'y clerk.

Cross-Interrogatories to Hamilton & Fatheree.

United States Circuit Court, 5th Circuit, Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISS. MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

Consolidated cases.

Complainants in above-styled case except to the evidence
257 sought to be elicited by the interrogatories-in-chief on the ground that the same is not responsive to any of the issues involved in this litigation; that the same is irrelevant and a futile attempt to assail reputation of opposite counsel in order to gratify the malice of Simon Cohn, aroused by earnest efforts to expose the frauds perpetrated by him on complainants and his other creditors. Reserving the foregoing exceptions & all others as to the competency of the testimony sought to be elicited, complainants propound the following cross-interrogatories to the witness Jason Hamilton:

Cross intg. 1st. If you say in response to 3. 4, and 5th interrogatories-in-chief that you were approached by W. G. Wyly and asked if you could give any information as to the names of witnesses likely to know anything of the frauds of which Simon Cohn is charged in the bill, will you state whether you were requested to do anything more than look up the names of witnesses and make enquiries as to the actual facts connected with the alleged frauds?
258 Were you not informed by W. G. Wyly that his clients were non-residents & unable to give him the names of the witnesses and he was too much occupied to give the matter his personal attention? Were you not the town marshal and offered *to* as such to give information as to facts and witnesses?

X Intg. 2nd. Do you assume to say that W. G. Wyly tried to induce you to swear falsely or manufacture any evidence or do anything that was not strictly honorable in the premises?

X Intg. 3rd. Do you know whether or not any goods were hauled from the store of Simon Cohn to the store of Manfred Meyer a short time before the failure of Simon Cohn?

X Intg. 4th. Did you see any wagon or dray hauling goods to Manfred Meyer's store in the night-time before the failure of Simon Cohn? Did you see any goods hauled to Manfred Meyer's store that came from Simon Cohn's store or the direction of Simon Cohn's store? Did you see any boxes of goods with Simon Cohn
259 marked on them being opened in the store of Manfred Meyer or being hauled to the store of Manfred Meyer?

X Intg. 5th. Was not Simon Cohn in fact the real owner of the Manfred Meyer store and the John L. Martin store? Was he not interested in said stores?

X Intg. 6th. Had not Simon Cohn and his friends used influences to prevent a full & fair investigation of this case; have they not sought to prevent witnesses from giving fair testimony; have they not been exceedingly watchful and using all their influence to defeat a fair examination and attendance of witnesses in behalf of complainants?

X Intg. 7th. Are you not a warm personal friend of Simon Cohn's?

Reserving the objections hereinbefore set out & all other legal objections to the competency of the evidence sought to be elicited in chief, complainants now propound the following cross-interrogatories to the witness, Thomas Fatheree:

260 X Intg. 1st. If in answer to 3, 4, & 5th interrogatories-in-chief you say that W. G. Wyly had any conversation with you in regard to the telegrams of 1882 or 1883 will you state whether he ever sought to get possession of any old telegrams of Simon Cohn? Did he ever offer to bribe you to swear falsely or to do anything not strictly honorable?

X Intg. 2nd. Did he not state that he wished you to keep the old telegrams, as he wished to get an order from Judge Boarman to have them produced in court? Did he not tell you he would not ask you for those telegrams, but wished you to keep them in a safe place, as he wished to get an order of court to have them produced in court?

X Intg. 3rd. Did he ever do more than to ask you not to let the old telegrams be lost or stolen, as he wished to have the court order them produced?

X Intg. 4th. What became of the old telegrams in your office? If destroyed, when and at whos- instance? Who got up the movement that caused the superintendant to order you to destroy them? Did Simon Cohn have any hand in the matter?

261 X Intg. 5th. As a matter of truth were not those telegrams destroyed on the complaint or at the instance of Simon Cohn? Did not Simon Cohn call on you and beg you not to give up those old telegrams? Did he not get up the movement which resulted in the destruction of all the old telegrams?

X Intg. 6th. Did not Simon Cohn put out spies or persons to keep a watchful eye over the movements of complainants' counsel and their witnesses? Has he not endeavored to defeat a fair and full investigation of the case by his local influence with his friends and his bar-room?

X Intg. 7th. If you say you destroyed the old telegrams will you state whether in getting out the old telegrams before they were burned by you—whether you saw any signed by Simon Cohn? If so, to whom were they directed? About what dates did they have? Also state the contents of those destroyed telegrams of Simon Cohn.

X Intg. 8th. If you say you saw telegrams signed by Simon Cohn

in Oct. and Nov., 1883, or at any other time, please state the contents as fully as you can; give the exact contents of each
262 telegram of Simon Cohn as fully as you can recollect, & state when and to whom each one was addressed.

X Intg. 9th. Did you see any telegrams of Simon Cohn addressed to C. L. Collman or C. L. Collman & Co. in 1882 or 1883; if yea, how many; at what dates? And give the contents or substance of each telegram as well as you can recollect.

X Intg. 10th. Did Simon Cohn have any one watching or spying around your office for fear those telegrams might be brought to light or produced against him in court?

X Intg. 11th. Did Simon Cohn seem anxious that those telegrams should be withheld or suppressed or destroyed, and do you understand that he caused or instigated the movement which resulted in their being destroyed?

X Intg. 12. As a matter of fact has not Simon Cohn put out his employees or friends or the hangers-on of his bar-room to watch and obstruct and hinder complainants' counsel and his witnesses in making a full & fair investigation of this case or getting in their evidence?

W. G. WYLY,
Solicitor for Complainants.

263 Endorsed: No. 111. U. S. circuit court, western dist. La. Wood & Lee *vs.* Simon Cohn *et al.* Miss. Mills *vs.* Mrs. Fannie Cohn *et al.* No. 90. Consolidated. Cross-interrogatories to witnesses Jason Hamilton & Thos. Fatheree. Filed June 18, '87. J. B. Beattie, d'y cl'k.

Motion for Continuance, Affidavit, & Order.

United States Circuit Court, Western District of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et al.* } No. 90.

The petition of the complainants in the above-entitled cause with respect shows—

That they have taken a large amount of testimony orally before the special examiner, J. B. Beattie; that they have ex-
264 amined at great length Mrs. Henrietta Steinhardt, Simon Cohn, and J. L. Martin (the book-keeper of Simon Cohn), parties charged in the bill with fraud and collusion—hostile witnesses, whose testimony they are entitled to traverse; that they desire to take the testimony of witnesses at St. Louis, at Quincy, at

Natchez, at Rodney, at Milliken's Bend, at Hard Times Landing, and at New Orleans, with a view to get the testimony of witnesses at these places, in order to contradict the statements of said hostile witnesses in reference to certain transactions had by them with certain parties now residing in the cities named. Complainants desire to take the testimony of the officers of the Boatman's bank at St. Louis in order to contradict the testimony of Mrs. Steinhardt that in 1876 her husband drew out of said bank $5,000.00, which they brought with them when *when* she came South with Simon Cohn, and after the death of her husband she had the most of this money on hand. Complainants desire to take the testimony of the officers of Ricker's bank, Quincy, Ill., to contradict the testimony of
265 Mrs. Steinhardt that when her husband died he had on deposit $5,000.00 in Ricker's bank, which she afterwards obtained, and with the sums named above she purchased the property in controversy; that as she traces her alleged funds (with which she says she bought the property in controversy) back to those banks it is important that complainants should have an opportunity to take the deposition- of the officers of those banks in order to contradict her statements and disprove the fact that Mrs. Steinhardt actually had the funds to buy the property standing in her name, which we allege was actuatty bought by Simon Cohn with the funds of which he despoiled complainants, the paper title, however, being taken in the name of Mrs. Steinhardt, an interposed party. Complainants desire to take the testimony of a merchant in St. Louis named Charles Moss, from whom J. L. Martin (Cohn's book-keeper), after failure, bought goods for a store operated in the name of Martin, but which, it is alleged, actually belonged to Simon Cohn. The object of the deposition of Moss is to traverse and contradict the testimony of J. L.
266 Martin and Simon Cohn to the effect that those goods bought from Moss were for the use of J. L. Martin, paid for by him, and that Cohn never assisted or furnished means to Martin with which to buy those goods. Complainants are advised and believe that they can prove by Charles Moss that those goods were furnished J. L. Martin on the credit of Simon Cohn; that Simon Cohn paid the bills and that J. L. Martin was an interposed party, said testimony being material to make out the allegations of collusion and fraud set against Simon Cohn and his book-keeper, J. L. Martin; that it was only after Cohn and Martin had testified in reference to the goods obtained from Moss (denying that they were actually obtained by Cohn) that it became necessary to take the deposition of Chas. Moss to traverse and contradict their testimony. Complainants desire to take the testimony of W. L. Wade at Natchez, and expect to prove by him that about the time of the failure of Simon Cohn C. L. Collman & Co. opened a store at Milliken's Bend with
267 goods run off by Simon Cohn from Lake Providence; that C. L. Collman had formerly been a clerk for Simon Cohn; that just before his failure Cohn clandestinely shipped a stock of goods to Collman at Milliken's Bend, where a store was opened up to 1883 in the name of C. L. Collman & Co.; that Simon Cohn was

actually the owner of that store, operated in the name of his former clerk, C. L. Collman, upon the goods and capital of which Simon Cohn had despoiled complainants and other creditors; that W. L. Wade had been a clerk of C. L. Collman & Co. at Milliken's Bend, and his testimony is material to make out the case of complainants and to contradict the testimony of Simon Cohn in reference to the store at Milliken's Bend of C. L. Collman & Co.; that complainants' counsel has just found out the residence of W. L. Wade after making diligent inquiry for a long time, and now is the first time he has had an opportunity to cause his deposition to be taken.

268 Complainants desire to take the testimony of Woolf & Marks and other merchants of *of* New Orleans, who furnished goods to John L. Martin, and they expect to prove that those goods were obtained by Martin on letters of credit from Simon Cohn; that Cohn was the actual party dealing with said merchants and operating the store conducted by his book-keeper, J. L. Martin, an interposed party; that by said witnesses they expect to traverse and contradict the statement of Cohn and Martin, and that their testimony is material to complainants. Complainants desire to take the testimony of Andrew J. Sevier, who, their counsel has just learned, now lives at Rodney. They expect to prove by him that he was the landing keeper at Milliken's Bend and can specify all the various packages of goods shipped in his care from Lake Providence by Cohn just before his failure, which goods C. L. Collman got from said landing keeper in the fall of 1880 and upon which he opened the store of C. L. Collman & Co. Complainants desire to take the testimony of witnesses at Hard Times Landing to prove all

269 the facts about the shipment of the stock of goods by Simon Cohn just before his failure from Lake Providence to D. Morris, his former clerk at Hard Times Landing; that the testimony of witnesses at Hard Times Landing as material and important and has become necessary since the deposition of Simon Cohn and John L. Martin has been taken in order to traverse and contradict their statements. Complainants desire to take the testimony of Wash. Stewart (a witness before your honor in the Jones robbery case); they expect to prove by him that he was the drayman of Simon Cohn; that he drayed from Simon Cohn's store, just before his failure, a large amount of goods to the wharf-boat, which were clandestinely shipped to Stockner, at Shiloh Landing, Miss., to C. L. Collman, at Milliken's Bend, and to D. Morris, Hard Times Landing. They also expect to prove that this drayman, Wash. Stewart, a short time before the failure of Cohn, drayed, in the night-time, clandestinely, a large stock of goods from the store of Simon Cohn to the store of Manfred Meyer, the book-keeper of Simon Cohn's brother,

270 who rented a store in Lake Providence and mysteriously had it filled with goods without ever having received a consignment from elsewhere. Complainants' counsel is advised and believes that the witness Wash. Stewart will testify that Cohn had him to dray the stock of goods from his store to Manfred Meyer's store in the night-time and clandestinely; that the goods

in Manfred Meyer's store actually belonged to Simon Cohn, were clandestinely taken from Simon Cohn's store just before his failure.

Complainants allege that their counsel has made diligent search or inquiry to find the domicil or residence of Wash. Stewart, and thus far has been unable to find out where he lives; that complainants' counsel was informed that Wash. Stewart, after the Jones trial, went to Shreveport to live, and said counsel procured the services of Mr. Elstner, who promised to have diligent search made to ascertain the whereabouts of Wash. Stewart, and thus far complainants' counsel have been unable to ascertain his where-
271 abouts. Counsel for complainant has just heard a rumor that Wash. Stewart lives now at Indianapolis; he desires time to have search made at Indianapolis to ascertain if Wash. Stewart lives there. The absence of this witness is not by the procurement of complainants or their counsel; his testimony is material and they have used proper diligence to find out where this witness lives with a view to take his testimony; that the delay in taking his testimony has been no fault of complainants or their counsel, who have used their best endeavors in vain to ascertain his whereabouts, and complainants cannot safely go to trial without the testimony of this witness; that they expect to be able to find out the residence of Wash. Stewart and to take his testimony (the court permitting) by the October term of this honorable court at Monroe. Complainants allege that they have not sought to delay the trial of this case which involves the investigation of numerous instances of fraud; that they have used all
272 proper diligence; that they have but recently ascertained the names and places of residence of the witnesses at St. Louis, Quincy, Rodney, Natchez, and other places; that the testimony of these witnesses is necessary & material to make out the case and to traverse and contradict the testimony given by Mrs. Steinhardt, Simon Cohn, and J. L. Martin; that it is important that a delay should be allowed complainants to get the testimony of the witnesses aforesaid; that proper diligence has been used; that this application for an extension of time to take testimony is not made merely for delay, but is made in good faith and in furtherance of the ends of justice; that complainants cannot safely go to trial without the testimony of the witnesses named.

Wherefore petitioners pray that the trial of the above-entitled cause be continued until the October term and that leave be granted to complainants to take testimony in and out of the State.

W. G. WYLY, *Solicitor.*

273 Personally appeared before the undersigned authority W. G. Wyly, who, being sworn, deposes and says he is counsel for complainants, who reside out of the State, and that the allegations of the foregoing petition are substantially true to the best of his information, knowledge, and belief.

W. G. WYLY.

Sworn to & subscribed before me on this the 25 day of June, 1887.

F. H. G. TAYLOR,
[SEAL.] *Notary Public.*

In rendering the within petition it is ordered that the time for taking the testimony in the said cause be extended to 5th day September; the evidence to be taken at the places mentioned in Mississippi and Louisiana may be taken before Examiner Beattie, and all evidence taken at other places shall be taken under commission according to law.

This order shall extend to all parties in this suit.

This July 5th, 1887.

ALECK BOARMAN, *Judge.*

274 Endorsed: No. 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Fannie Cohn *et al.* Motion for continuance, affidavit, & order. Filed July 7th, 1887. J. B. Beattie, d'y cl'k.

Order Relative to Taking Testimony.

In U. S. Circuit Court at Monroe, La.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

It is ordered that the order granted of this date extending time for taking evidence in the above cases be amended so as to require the complainants' counsel to give ten days' notice to opposite counsel before beginning to take testimony by examiner at any of the several places in Louisiana or in Mississippi; that such notice
275 be served on opposite counsel by complainants in person or by letter.

This July 5th, 1887.

ALECK BOARMAN, *Judge.*

Endorsed: No. 111. U. S. circuit court, west. dist. La. Order relative to taking testimony. Filed July 8th, 1887. J. B. Beattie, d'y cl'k.

Interrogatories to W. H. Thomson & E. A. Meysenburg.

Circuit Court of the United States, Western District of Louisiana.
In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.*

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.*

} Consolidated Cases.

Interrogatories to be propounded to W. H. Thomson and Emile A. Meysenburg, competent witnesses residing in St. Louis, Missouri, whos- testimony when taken before any judge, justice of the peace, notary public, U. S. commissioner, or any other competent officer of St. Louis will be read on the trial hereof on behalf of complainants.

276 Interrogatory 1st. What is your age, place of residence, and occupation?

2nd. Do you know or have you any knowledge concerning the books or affairs of the Boatmen's saving bank, St. Louis? If so, in what capacity have you acquired such knowledge? Have you any official connection with said bank? If so, what?

3rd. If you state that you are an employee, clerk, or cashier of said bank, will you state whether you are familiar with the books and business of said bank?

4th. Will you examine the books of said bank and state whether or not Joseph Steinhardt or Henrietta Steinhardt ever had an account in said bank—ever held any certificate of deposit—and whether the bank was ever owing either of them for any deposit or otherwise since October, 1873? If yea, what amount was owing by said bank to either Joseph Steinhardt or Henrietta Steinhardt, and how and when was the same drawn out?

5th. Did Joseph Steinhardt ever have five thousand dollars or any other sum on deposit in said bank? Does his name or that
277 of Henrietta Steinhardt appear on the books of said bank as a depositor or otherwise? Examine the books as far back as October, 1873, and state whether there is any record or other evidence that Joseph Steinhardt or Henrietta Steinhardt were ever creditors of said bank or transacted any business with it.

6th. Does the bank keep a regular set of books? If yea, would they show whether Joseph Steinhardt or Henrietta Steinhardt were creditors or depositors at any time since 1873; if they or either of them had occupied the relation of creditor or depositor?

7th. Did you ever know Joseph Steinhardt or his wife, Henrietta Steinhardt? Were they creditors or depositors in said bank?

8th. Do you know or can you state any other matter or thing material to the issues involved in this case or which may be of advan-

tage to either of the litigants? If so, state them fully and at large in your answers.

W. G. WYLY,
Solicitor for Complainants.

278 The complainants allege that the testimony sought to be elicited by the foregoing interrogatories is material and the depositions of the witnesses W. H. Thomson and Emile A. Meysenburg are necessary to enable them to make out their case, and they pray that a commission issue to any judge, justice of the peace, notary public, U. S. commissioner, or any other competent authority at St. Louis to take the answers of said witnesses to the foregoing interrogatories and such cross interrogatories as may be propounded, returnable on or before October 1st, 1887.

W. G. WYLY, *Solicitor.*
JNO. T. LUDELING, *Solicitor.*

Personally appeared before the undersigned authority John T. Ludeling, solicitor for complainants, who, being duly sworn, deposes and says the allegations of the foregoing petition are true and correct to the best of his knowledge & belief.

JNO. F. LUDELING.

Sworn to and subscribed before me on this the 25th day of July, 1887.

[SEAL.] J. B. BEATTIE, *D'y Clerk.*

279 The foregoing petition and affidavit considered, it is ordered that a commission issue to —— ——, residing at St. Louis, requiring him to take the depositions of the witnesses W. H. Thomson and Emile A. Meysenburg, returnable on or before the 5th day of September, 1887.

Clerk's office, Monroe, La., July 25th, 1887.

J. B. BEATTIE, *D'y Clerk.*

Notice to Cross-Interrogatories.

United States Circuit Court, Western District of Louisiana.

MISSISSIPPI MILLS & WOOD & LEE
vs.
MRS. FANNIE COHN *et als.*, SIMON COHN *et als.* } Nos. 90 & 111.

To Mess. C. J. & J. S. Boatner, solicitors for defendants:

Take notice that complainants hath filed interrogatories to W. H. Thompson & Emile A. Meysenburg, of St. Louis, Mo.—a certified copy of said interrogatories accompanies this notice—and that you may, if you think proper, put such cross-interrogatories as are requisite and fit and file the same in this court with- ten days *for* the service hereof.

280 Clerk's office, Monroe, La., July 29th, 1887.

[SEAL.] J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] Nos. 90 & 111. U. S. circuit court. Mississippi Mills & Wood & Lee *vs.* Simon Cohn *et als.* Notice to cross-interrogatories. Filed Aug. 1st, 1887. J. B. Beattie, d'y clerk.

Marshal's Return.

Received this notice of interrogatories in office on the 29th day of July, 1887, and on the same day, month, & year I served a certified copy of same, together with a certified copy of interrogatories, on C. J. Boatner, Esqr., in person, in Monroe, La.

S. B. WILLIS,
D'y Marshal.

281 *Cross-Interrogatories to Thomson & Meysenburg.*

U. S. Circuit Court, West. Dist. La.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et al.* } No. 90.

Cross-int'gs to W. H. Thompson & E. A. Meysenburg.

X Intg. 1st. If you have stated in answer to direct interrogatories that you are officers of the Boatmen's Saving-Bank of St. Louis, state how long you have been connected with the institution.

X Intg. 2nd. Have you any knowledge of the parties enquired about in the interrogatories-in-chief except such as you obtain by an examination of the books of the bank?

X Intg. 3rd. Have you made a personal examination of the said books; if yea, when, & at whose instance?

X Intg. 4th. Do you know Isaac Lesem, of Quincy, Ill., now president of the National bank of that place?

X Intg. 5th. If in answer to interrogatories-in-chief you have said that no account appears on the books of the Boatners saving-bank in the name of Steinhardt or his wife, state whether during the same period any special account was kept with Isaac Lesem.

282 If so, what amount was deposited, when withdrawn, and how?

X Intg. 6th. Do you know the complainants? Are you connected in business with them or related to them in any way?

C. J. & J. S. BOATNER, *Att'ys.*

Filed Sept. 30, '87.

J. B. BEATTIE, *D'y Cl'k.*

Interrogatories to H. F. J. Ricker.

Circuit Court of the United States for the Western District of Louisiana. In Equity.

WOOD & LEE
vs.
S. COHN *et al.*
MISS. MILLS
vs.
FANNIE COHN *et al.*
} Consolidated Cases.

Interrogatories to be propounded to H. J. F. Ricker, a competent witness residing at Quincy, Illinois, whos- testimony when takin before any judge, justice of the peace, notary public, U. S. commissioner, or any other competent officer at Quincy, Illinois, will be read on the trial hereof in behalf of complainants.

Intg. 1st. What is your age, place of residence, and occupation?

Intg. 2nd. Do you know or have you any knowledge con-
283 cerning the books or affairs of Ricker's bank; if so, in what capacity have you acquired such knowledge? Have you any official connection with said bank; if so, what?

Intg. 3rd. If *so* state that you are an employee, clerk, cashier, or president of said bank, will you state how long you have been in the position you now hold, and will you state whether or not you are familiar with the books and business of said bank?

Intg. 4th. Will you examine the books of said bank as far back as 1873 and state whether Joseph Steinhardt ever had an account in said bank, was ever depositor or creditor of said bank? If yea, state what amount, if any was owing by said bank to Joseph Steinhardt, and how and when the same was drawn out.

Intg. 5th. Did Joseph Steinhardt have five thousand dollars or any other sum on deposit in said bank?

Intg. 6th. Has Henrietta Steinhardt had any account or certificate of deposit or other business transaction with said bank since the 1st of January, 1879?

Intg. 7th. Did you ever know Joseph Steinhardt or his wife, Henrietta Steinhardt?

284 Intg. 8th. Do you know or can you state any other matter or thing material to the issue involved in this case or which may be of advantage to either of the litigants? If so, state them fully and at large in your answers.

W. G. WYLY,
Solicitor for Complainants.

The complainants allege that the testimony sought to be elicited by the foregoing interrogatories is material, and the deposition of the witness, H. J. F. Ricker, is necessary to enable them to

make out their case, and they pray that a commission issue to any judge, justice of the peace, notary public, U. S. commissioner, or any other competent authority at Quincy, Illinois, to take the answers of said witness to the foregoing interrogatories and such cross-interrogatories as may be propounded, returnable on or before the 1st Monday of October, 1887.

W. G. WYLY,
Solicitor for Complainants.
JOHN T. LUDELING, *Solicitor.*

285 Personally appeared before the undersigned authority Jno. T. Ludeling, solicitor for complainants, who, being duly sworn, deposes and says the allegations of the foregoing petition are true and correct to the best of his knowledge and belief.

JNO. T. LUDELING.

Sworn to and subscribed before me this the 25th day of July, 1887.
[SEAL.] J. B. BEATTIE, *D'y Clerk.*

The foregoing petition and affidavit considered, it is ordered that a commission issue to —— ——, residing at Quincy, Illinois, requiring him to take the deposition of the said Ricker, returnable on or before the 5th day of September, 1887.

J. B. BEATTIE, *D'y Cl'k.*

Clerk's office, Monroe, La., July 25, '87.

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Fannie Cohn *et al.* Interrogatories to H. J. F. Ricker. Filed July 25th, 1887. J. B. Beattie, d'y cl'k.

286 *Notice to Cross-Interrogatories & Marshal's Return.*

United States Circuit Court, Western District of Louisiana.

Wood & Lee & Mississippi Mills *vs.* Simon Cohn *et als.* & Mrs. Fannie Cohn *et als.*	Nos. 90 & 111.

To Mess. C. J. & J. S. Boatner, solicitors for d'f'ts:

Take notice that complainants hath filed interrogatories to H. J. F. Ricker, of Quincy, Ill.—a certified copy of said interrogatories accompanies this notice—and that you may, if you think proper, put such cross-interrogatories as are requisite and fit and file the same in this court within ten days from the service hereof.

Clerk's office, Monroe, La., July 26th, 1887.
[SEAL.] J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] Nos. 90 & 111. U. S. circuit court. Wood & Lee & Mississippi Mills *vs.* Simon Cohn *et als.*, Mrs. Fannie Cohn *et als.* Notice to cross-interrogatories. Filed July 27th, 1887. J. B. Beattie, d'y cl'k.

Received the within notice & certified copy, together with certified copy of int'gs, in office, at Monroe, La., July 27th, 1887, & on same day, month, & year made service by handing certified copies to C. J. Boatner, one of the counsel of def'ts, in his office, in the city of Monroe, La.

S. B. WILLIS,
D'y Marshal.

287 *Interrogatories to Chas. Moss.*

Circuit Court of the United States for the Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et al.*

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.*

Consolidated Cases. In Equity.

Interrogatories to be propounded to Charles Moss, a competent witness, residing at St. Louis, Missouri, whos- testimony, when taken before any judge, justice of the peace, U. S. commissioner, or any other competent authority residing at St. Louis, will be read on the trial hereof on behalf of complainants.

Intg. 1st. What is your age, place of residence, and occupation?

Intg. 2nd. Do you know Simon Cohn & John L. Martin?

Intg. 3rd. Did you sell goods to Simon Cohn prior to his failure in December, 1880; if yea, will you state whether or not he was a large buyer and what was the largest amount of goods you ever sold him at one time?

Intg. 4th. Did you suffer or sustain any loss by his failure?

Intg. 5th. Did you ever sell any goods to John L. Martin;
288 if so, will you refresh your memory from your books and state when you furnished him the first invoice, the amount thereof, and whether he paid cash or obtained the goods on credit? State also the time when each of the subsequent invoices were furnished him, the aggregate amounts thereof respectively, and whether they were purchased for cash or upon credit.

Intg. 6th. If you say that John L. Martin was promised goods by you on credit, will you state on whos- credit did he obtain said goods from you?

Intg. 7. Did Simon Cohn introduce or recommend J. L. Martin to you? Did he assume or guarantee payment of the bills or invoices you furnished John L. Martin?

Intg. 8th. When did John L. Martin discontinue purchasing goods from you, and what balance, if any, was he owing you? If you say he owed you a balance, who paid it, and when?

Intg. 9th. Did or not the establishment of John L. Martin actually belong to Simon Cohn? Was or not the goods furnished upon the credit or capital of Simon Cohn?

Intg. 10th. When you furnished goods to John L. Martin
289 did you do so upon his credit or did you look to Simon Cohn for payment?

Intg. 11th. If you have any letters of Simon Cohn requesting you to furnish goods to J. L. Martin or referring in any manner to the business conducted by John L. Martin, please annex said letter or letters to your answers; also annex the letters of John L. Martin.

Intg. 12th. Do you know or can you state any other matter or thing material to the issues involved in this case or which may be of advantage to either of the litigants? If so, state them fully and at large in your answers.

W. G. WYLY,
Solicitor for Complainants.

Complainants allege that the testimony sought to be elicited by the foregoing interrogatories is material, and the deposition of the witness Charles Moss is necessary to enable them to make out their case, and they pray that a commission issue to any judge, justice of the peace, notary public, U. S. commissioner, or any other competent authority at St. Louis to take the answers of said witness
290 to the foregoing interrogatories and such cross-interrogatories as may be propounded, returnable on or before the first Monday of October, 1887.

W. G. WYLY,
Solicitor for Complainants.
JOHN T. LUDELING, *Solicitor.*

Personally appeared before me, the undersigned authority, Jno. T. Ludeling, solicitor for complainants, who, being duly sworn, deposes and says the allegations of the foregoing petition are true & correct to the best of his knowledge and belief.

JNO. T. LUDELING.

[SEAL.] Sworn to and subcribed before me on this the 24th day of July, 1887.

J. B. BEATTIE, *D'y Cl'k.*

The foregoing petition and affidavit considered, it is ordered that a commission issue to —— ——, residing at St. Louis, Missouri, requiring him to take the deposition of Charles Moss, returnable on or before the 5th day of September, 1887.

Clerk's office, Monroe, La., July 25th, 1887.

J. B. BEATTIE, *D'y Clerk.*

Endorsed: No. 111. U. S. circuit court, western dist. of La. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Fannie Cohn *et al.* Interrogatories to Charles Moss. Filed July 25th, 1887. J. B. Beattie, d'y cl'k.

Cross-Interrogatories to Charles Moss.

X Intg. 1st. Where were you living at the time of which inquiry is made in the interrogatories-in-chief?

X Intg. 2nd. Have you any personal knowledge of S. Cohn's affairs or of the facts connected with the same?

X Intg. 3rd. Is it unusual for a merchant or other person to recommend acquaintances or friends for credit? If S. Cohn did
292 recommend Jno. L. Martin to your house for credit, was such action on his part unusual in business rules?

C. J. & J. S. BOATNER.

Application for Summons for V. M. Purdy, with Subpœna Duces Tecum.

Circuit Court of the United States, West. Dist. of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.*

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.*

Complainants herewith apply to have V. M. Purdy summoned as a witness to be examined in their behalf before the special examiner, J. B. Beattie, at Lake Providence, La., on the 17th day of September, 1887, said witness being a resident of Lake Providence, and they aver that said witness has in his possession and under his control certain books and bills of lading, showing all the merchandise and freight received and forwarded by him in his business as keeper of the wharf-boat at Lake Providence during the year 1880 and subsequently; that it is material to enable complainants to make out their case and to traverse and rebut the statements of the witness Simon Cohn, the witness John L. Martin, and other witnesses, that said witness V. M. Purdy shall produce before Special Examiner Beattie all of his receiving and shipping books, bills of lading, etc., showing
293 what freight was received and what freight was shipped by Simon Cohn, John L. Martin, and Manfred Meyer during the years 1880 & 1881, and what freight during that period was shipped from Lake Providence to D. Morris, Hard Times Landing; to C. L. Collman & Co., Milliken's Bend; to Alex. Stockner, Shiloh Landing; to Max Stockner, Longwood Landing; that this application for the production by said witness of all of said books and papers showing receipts and shipments at and from his wharf-boats during the year- 1880 and 1881 is material and necessary to enable com-

plainants to make out their case and traverse the statements of the hostile witnesses Simon Cohn and John L. Martin.

Wherefore complainants pray, the annexed affidavit considered, that V. M. Purdy be summoned as a witness and ordered to produce all of said books and papers showing receipts and shipments, *ect.*, as aforesaid, by and from his wharf-boat for the years 1880 & 1881; and complainants pray for all necessary orders in the premises.

W. G. WYLY, *Solicitor.*

294 Personally appeared before the undersigned authority W. G. Wyly, solicitor for complainants, who, being duly sworn, deposes and says that the allegations of the foregoing application are true and correct to the best of his knowledge and belief.

W. G. WYLY.

Sworn to and subscribed before me on this the 16th day of September, 1887.

J. B. BEATTIE, *D'y Clerk.*

Endorsed: No. 111. Circuit court of the United States, western district of Louisiana. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Fanny Cohn *et al.* Application for summons for V. M. Purdy, with *subpœna duces tecum.* Filed Sept. 16th, 1887. J. B. Beattie, sp'l E.

295 *Subpœna Duces Tecum & Marshal's Return.*

UNITED STATES OF AMERICA:

Circuit Court of the United States for the Fifth Judicial Circuit, and Western District of Louisana.

The President of the United States of America to V. M. Purdy, Esq. Lake Providence, La., Greeting:

You are hereby commanded to appear and to bring with you all of your receiving & shipping books, bills of lading, etc., showing what freight was received and what freight was shipped by Simon Cohn, John L. Martin, and Manfred Meyer during the years 1880 and 1881, & what freight during that period was shipped from Lake Providence to D. Morris, Hard Times Landing; to C. L. Collman & Co., Milliken's Bend; to Alexander Stockner, Shiloh Landing, & to Max Stockner, Longwood Landing; before J. B. Beattie, special examiner, at the city of Lake Providence, on the 17th day of September, 1887, at 12 o'clock m., then and there to be used in evidence in a certain cause now pending therein and to be tried between Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* & Wood &
296 Lee *vs.* Simon Cohn *et als.*, and herein fail not under the penalty of two hundred and fifty dollars.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe,
[SEAL.] La., 16th day of September, in the year of our Lord one thousand eight hundred and eighty-seven, and in the 112th year of American Independence.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court, western dist. of La. No. 90 & 111. Mississippi Mills, Wood & Lee *vs.* Mrs. Fannie Cohn *et al.* & Simon Cohn *et al.*

Marshal's Return.

Received the within subpœna in office this 17th day of September, 1887, and on same day, month, and year made service of same by handing a certified copy thereof to V. M. Purdy in person at 4.15 p. m.

A. M. ASHBRIDGE,
D'y Marshal.

Filed Sept. 17th, 1887.

J. B. BEATTIE, *D'y Clerk.*

297 *Interrogatories to O. J. & W. D. Arrighi.*

Circuit Court of the United States, Western District of Louisiana.
In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
FANNY COHN *et al.* } No. 90.

Consolidated cases.

Interrogatories to be propounded to O. J. Arrighi and W. D. Arrighi, competent witnesses, residing at Wyandotte, Kansas, whose answers, when taken before competent authority, will be read on the trial hereof on behalf of complainant-.

Interrogatory 1st. What is your age, occupation, and place of residence?

Interrogatory 2nd. Are you acquainted with Simon Cohn and Henrietta Steinhart, or either of them?

Interrogatory 3d. Did you ever reside in Lake Providence? If so, during what period and what occupation did you pursue while reside- in Lake Providence?

Interrogatory 4th. If you say you were a clerk or salesman, by whom were you employed while acting in the capacity of clerk or salesman in Lake Providence?

Interrogatory 5th. If you say you were employed as a clerk for Simon Cohn, please state during what years and for how long a period you were clerking for him. If you say you were a clerk or salesman, please state whether you were ever employed to work in the store operated in the name of Manfred Meyer. Also by
298 whom were you employed to work in the Manfred Meyer store and during what years and for what period did you clerk in that store? Did Simon Cohn employ you or pay you for

clerking in the Manfred Meyer store? Did he ever have any connection or take any hand in causing you to be employed as a clerk in the Manfred Meyer store?

Interrogatory 6th. If you say you clerked for Simon Cohn while he kept store in his own name, please state for whom you afterwards clerked. If you say for Manfred Meyer, please state for how long after leaving Simon Cohn's employment did you begin to clerk for Manfred Meyer.

Interrogatory 7th. Where did you live and what was your occupation; for whom did you work before you came to Lake Providence? At whose instance did you come to Lake Providence, and for whom did you do business after coming to Lake Providence? Did Simon Cohn induce you to come to Lake Providence, and did he employ you soon after you arrived in Lake Providence? Answer question fully.

Interrogatory 8th. When did Manfred Meyer open a store in Lake Providence—about what time? Was it in the summer or fall of 1880, or when? Where did he come from? What was his
299 occupation and for whom did he work or do business before he came to Lake Providence? Where did he reside or board after he came to Lake Providence and opened the store?

Interrogatory 9th. If you say he came from Tensas parish and was by occupation a clerk or book-keeper, please state whether or not he was the clerk or book-keeper of Alexander Cohn or some store in which Alexander Cohn was interested. What relation, if any, is Alexander Cohn to Simon Cohn? Had Simon Cohn ever been a partner of Alexander Cohn in a store in Tensas parish? If yea, had Manfred Meyer ever been employed as a clerk or book-keeper for said firm? State what you know about this.

Interrogatory 10th. Did Manfred Meyer board or make his home at the residence of Simon Cohn after he opened the store at Lake Providence? What were their social and business relations? What business transactions did they have together?

Interrogatory 11th. Did Simon Cohn ever furnish any goods, property, credit, or money to Manfred Meyer or in any manner aid him in conducting the store? Did Simon Cohn have any interest, direct or indirect, in the Manfred Meyer store? Did he assist in the management of said store? Did he sell goods and otherwise act as proprietor or clerk in said store? State what you know about this.

300 Interrogatory 12th. Did he seem to have an interest in the store? Did he stay about the store much or display any zeal for its prosperity? Did he try to bring business to the store? Did he give any directions to the employees of the store? Did he pay the drayman or any employees for their services for the store?

Interrogatory 13th. Do you swear that Simon Cohn did not assist in the management of the Manfred Meyer store? Do you swear that he did not employ you or cause you to be employed to clerk in said store? Do you swear that he did not pay you any money for your wages in that store?

Interrogatory 14th. Do you swear that none of the good- in the

Manfred Meyer store were taken or obtained from Simon Cohn's brick store or from his store under the old Firemen's hall or from the wharf-boat where Simon Cohn's goods had been received?

Interrogatory 15th. State, under oath, as near as you can, what quantity of goods, about what propo tion of the stock in the Manfred Meyer store came from Simon Cohn's store or the goods of Simon Cohn on the wharf-boat. In truth, did not all or nearly all of the goods opened up in the Manfred Meyer store come from Simon Cohn's, directly or indirectly? Was not the greater part of
301 those goods received at the wharf-boat as Simon Cohn's goods or taken from Simon Cohn's store to the Manfred Meyer store? State fully what you know about this.

Interrogatory 16th. Did you see in the Manfred Meyer store any boxes of goods or barrels or packages that came from Simon Cohn's? How were they marked? Had they been marked in Simon Cohn's name? If yea, was his name still on the boxes or had it been erased? Did you erase or know that any one else erased Simon Cohn's name from any boxes, barrels, or packages of goods that came from Simon Cohn to the Manfred Meyer store? If yea, state who erased Simon Cohn's name from these boxes and by whose orders were the erasures made.

Interrogatory 17th. If you say that there were goods in the Manfred Meyer store that once belonged to Simon Cohn and were taken from his stores or the wharf-boat, will you state under oath the name of the person who supervised or directed the removal of these goods to the Manfred Meyer store? Did Simon Cohn himself direct the removal of those goods? Did John L. Martin supervise, direct, or have any knowledge of the removal of those goods to
302 the Manfred Meyer store? Did you supervise, direct, or have any knowledge of the removal of those goods to the Manfred Meyer store? State under oath fully all you know about this.

Interrogatory 18th. Who was the drayman of Simon Cohn prior to his failure in December, 1880? Who was the drayman or the principal drayman of Manfred Meyer? Who drayed the goods to the Manfred Meyer store that came from Simon Cohn's stores or from the goods of Simon Cohn on the wharf-boat? Were they drayed by dray or night or both?

Interrogatory 19th. Was Wash. Stewart the drayman of Simon Cohn? Did he not dray those goods of Simon Cohn or that had belonged to Simon Cohn to the Manfred Meyer store? If yea, will you state under oath whether or not he drayed those goods or a part thereof in the night-time? Answer this question fully.

Interrogatory 20th. Were any of those goods drayed in the night-time to the Manfred Meyer store? If yea, about what proportion were so drayed in the night-time?

Interrogatory 21st. Was it customary in Lake Providence for merchant- to have their goods drayed to their stores in the
303 night-time? If yea, state the names of the merchants who pursued that custom. State fully what you know on this subject. Did the wharf-boat deliver*er* goods to drays in the night-as a general thing?

Interrogatory 22nd. Do you swear that those goods that came from Simon Cohn were not handled to the Manfred Meyer store in the night?

Interrogatory 23rd. Was it generally known that Simon Cohn was furnishing Manfred Meyer with goods or selling him goods or lending him goods or letting him have goods with which to open up and operate the Manfred Meyer store? Was it generally known that goods were being moved either by night or by day to the Manfred Meyer store from Simon Cohn's stores of from the freight of Simon Cohn in the wharf-boat? If yea, state fully the names of the persons who knew that Simon Cohn was letting Manfred Meyer have goods and who knew those goods were being hauled to the Manfred Meyer store by day or by night or both.

Interrogatory 24th. Do you swear that those goods were publicly bought and publicly and openly hauled during business hours in the daytime from Simon Cohn to the Manfred Meyer store?

304 Do you swear that the transacting of Simon Cohn and Manfred Meyer in reference to those goods and the removal thereof to the Manfred Meyer store were open and public and generally known? Do you deny under oath that those transactions and moving of goods in the night-time were clandestine or done secretly to prevent the matter from being generally known? Was it not understood that the affairs of Simon Cohn and Manfred Meyer in relation to those goods were to be kept secret and not talked about by you and the other employees?

Interrogatory 25th. Do you swear that you did not — any one in Lake Providence that Simon Cohn and Manfred Meyer were engaged in perpetrating a fraud on the creditors of Simon Cohn; that they were shifting the goods of Simon Cohn and moving them to the Manfred Meyer store clandestinely or otherwise with a view to defeat the creditors of Simon Cohn? Do you deny under oath that you said to one or more persons in Lake Providence that Simon Cohn really owned the Manfred Meyer store or was interested in it and that the transaction- of Cohn and Meyer were fraudulent?

Interrogatory 26th. Do you deny under oath that you or

305 one of you, during the time that O. J. Arrighi was clerking on the wharf-boat, told Dave Dryfuss, W. G. Wyly, V. M. Purdy, or either of them or certain other parties, that the Manfred Meyer store was a sham affair; that Simon Cohn was the owner and largely interested; that Manfred Meyer was not the real or sole owner, and that the Manfred Meyer store was filled with Simon Cohn's goods, and the object was to defraud Simon Cohn's creditors? Did you not use those words or words to that effect or some other words convey your knowledge and belief that Simon Cohn was putting up a job or fraud on his creditors under the cover of Manfred Meyer's name? State fully what you did say about that matter and say did you tell the truth in those remarks.

Interrogatory 27th. Who were the clerks in the Manfred Meyer store? Who received and open- the goods? Did Simon Cohn open or put up any of the goods that came from his store or that had been received by him at the wharf-boat? Was he present

when the goods were opened and put on the shelves at the Manfred Meyer store? Did he give any directions or take any part
306 in the business transactions of the store at that time or subsequently?

Interrogatory 28th. If you say that Manfred Meyer got goods from Simon Cohn, will you state whether a formal invoice or invoices were made out? If so, who made out the invoices or *pro forma* evidences of sales? Did John L. Martin have any hand in the matter? Did he make out those invoices or have any knowledge that goods were taken to the Manfred Meyer store from Simon Cohn'- stores or from Simon Cohn'- freight on the wharf-boat?

Interrogatory 29th. Did Simon Cohn ever suggest or say what goods he wished brought from his stock to the Manfred Meyer store?

Interrogatory 30th. At what landing at Lake Providence did Manfred Meyer receive his goods while he was merchandising? Did he give his business to V. M. Purdy's wharf-boat?

Interrogatory 31st. Was all the goods that came from Simon Cohn to the Manfred Meyer store boxed up or was part of them not boxed up when drayed to the store? Was any of the goods in original boxes, barrels, or packages? If so, about what proportion? State fully what you know about this.

307 Interrogatory 32nd. What classes of goods were received at the Manfred Meyer store from Simon Cohn? State about the amount of dry goods, clothing, boots and shoes, hats, groceries, etc., so received at the Manfred Meyer store.

Interrogatory 33d. If you say that the goods of Simon Cohn came regularly invoiced to Manfred Meyer, will you state and swear that he paid Cohn for them?

Interrogatory 34th. Do you swear that you never told any one that Manfred Meyer never paid anything for those goods *goods* he got from Cohn? Do you deny, under oath, that you said they were Cohn's goods; that Cohn was acting under Meyer's name to cheat or defraud -is creditors?

Interrogatory 35th. What did you, O. J. Arrighi, say about this after you quit the employ of Manfred Meyer and went to clerk on the wharf-boat for Purdy? Tell fully what you said at that time.

Interrogatory 36th. Did Simon Cohn have an interest directly or indirectly in the store opened in the name of John L. Martin on Black Bayou? Did he furnish Martin with any goods, money, or credit with which to open and carry on that store? Did
308 Martin get any of those goods out of the Manfred Meyer store at the instance of or by the request of Simon Cohn? Did Martin ever meet Simon Cohn in the Manfred Meyer store and ask him for assistance or to furnish goods for the Black Bayou store? Did he ever confer or consult with Cohn in reference to the affairs at the Black Bayou store?

Interrogatory 37th. John L. Martin's letters to merchants ordering goods in 1881 were written under letter-heads of M. Meyer, and purport to have been written in his store; will you state whether you ever saw him writing letters at that store or whether you ever

saw him consulting with Simon Cohn or Manfred Meyer or both about the time he wrote these letters ordering goods? From what you could see and hear, did you understand that Simon Cohn had an interest or own- the store run in the name of John L. Martin?

Interrogatory 38th. Are you well acquainted with John L. Martin? Were you and he employed as clerks by Simon Cohn prior to his failure? What were the circumstances of John L. Martin? What was his salary and how afterwards did he draw it? Did he draw it out monthly like other clerks, did he live well up to
309 his income, or did he allow his salary to accumulate to any considerable amount in the hands of his employer? Were the clerks of Simon Cohn paid off before his failure? How much money was paid out to each and how long before the failure? How much was paid to John L. Martin?

Interrogatory 39th. How much capital did John L. Martin have when the Black Bayou store was opened in his name? Who made the arrangements to procure the storehouse and from whom was it procured? Did not Simon Cohn make the arrangements with Frank Coleman for the opening of the Black Bayou store in the name of John L. Martin? Was not Simon Cohn really the owner of that store? Did he not use the name of John L. Martin merely as a cover to protect that store from his creditors? State what you may know about this.

Interrogatory 40th. Did John L. Martin have the capital and credit necessary to open and conduct that store on his own hook or independently of Simon Cohn?

Interrogatory 41st. What was the character of Simon Cohn's dealing just prior to his failure? Did Simon Cohn sell off
310 his goods at low rates and in large lots to planters and merchants a short time prior to his failure? State what you know of shipments, if any, of goods *of goods* to other places by Simon Cohn.

Interrogatory 42nd. Did he ship any goods elsewhere from Lake Providence in the fall or winter of 1880, just prior to his failure? If yea, to whom and to what place did he ship goods? Did he ship any goods to Alex. Stockner at Shiloh Landing? Did he ship any goods to Callman & Co., Milliken's Bend? Did he ship any goods to D. Morris, Hard Times Landing? If yea and you say he shipped goods to one or any of these parties in the fall of 1880, will you state who supervised and directed the shipment of those goods to the wharf-boat to be shipped and who supervised the matter? Did Simon Cohn attend to it personally? Did John L. Martin have any hand in it? Did he supervise, direct, or have any knowledge in reference to shipments of goods to those parties?

Interrogatory 43rd. How was it that just before his failure Simon Cohn began to ship or dispose of large lots of goods to the parties named above?

Interrogatory 44th. Do you know C. L. Callman, who opened a store at Milliken's Bend about the time of the failure of Simon
311 Cohn? If yea, where did he get his goods and who induced him to open that store? Had he ever been employed at

Bernard, Arkansas, or elsewhere as a clerk for Simon Cohn? Who were the members composing the firm of C. L. Callman & Co.? Did Simon Cohn have any interest, directly or indirectly, in that store? Did he furnish any goods, money, or credit to open and operate that store? Did Simon Cohn, as agent for Henrietta Steinhart, have any interest in that store, furnish any goods, money, or credit with which to operate it?

Interrogatory 45th. It has been proved that Simon Cohn, agent, went to Milliken's Bend in 1883 while C. L. Callman was absent and wound up that store, selling the remnants of goods and fixtures to Nick Cohn. State what you know about it. Do you swear that Simon Cohn was not interested in that store? Was he not the real owner and did he not do business in the name of C. L. Callman & Co. as a cover to defeat his creditors?

Interrogatory 46th. Do you know or have you any knowledge in reference to any goods shipped from Lake Providence to D. Morris at Hard Times Landing? If yea, from whom were the
312 goods obtained and for what purpose were they shipped off to Hard Times Landing? Did you know Alexander Cohn and D. Morris? What were the social and business relation between them and Simon Cohn? Had they ever been connected — business or belonged to the same firm in merchandising in Tensas parish? Did Simon Cohn ever have an interest or derive any benefit from those goods after they had been shipped from Lake Providence to Hard Times Landing?

Interrogatory 46th. Have you been talked to or written to by Simon Cohn or any friend of his or have you been advised by any one not to give testimony damaging to Simon Cohn or Henrietta Steinhart? Have you been advised by any one not to make a full, free, and fair disclosure of all your knowledge in reference to the affairs of Simon Cohn, Manfred Meyer, or John L. Martin? Has there been any influence attempted to be brought to bear to induce you not to make a full and truthful statement of all you know about the matters inquired of; if so, by whom?

Interrogatory 48th. Has Simon Cohn, Will. H. Fisher, or any one else offered to employ you, reward you, as an inducement
313 not to tell all you know about the affairs of Simon Cohn, Henrietta Steinhart, Manfred Meyer, and John L. Martin or either of them?

Interrogatory 49th. Have you answered fully and truthfully all the questions propounded to you as above set out? To you swear that in your answers to the foregoing questions you have made a fair, full, and impartial disclosure of all your knowledge in reference to the matters enquired of in each interogatory; that you have not attempted to evade any of the questions, but have given full, fair, and impartial answers to all of them?

Interrogatory 50th. Do you know or can you state any other matter or thing material to the issues of this case or which may be to the advantage of either of litigants? If so, state the whole fully and at large in your answers.

W. G. WYLY, *Solicitor.*

The complainants allege that the testimony of the witnesses O. J. and W. D. Arrighi *as* material and their answers to the foregoing interrogatories are necessary in order to enable them to make
314 out their case. Wherefore they pray that a commission issue to any judge, justice of peace, notary public, U. S. commissioner, or other competent authority at Wyandotte, Kansas, where said witnesses reside, requiring him to take the answers of said witnesses to the foregoing interrogatories and such cross-interrogatories that may be propounded.

W. G. WYLY, *Solicitor.*

Personally appeared before the undersigned authority W. G. Wyly, solicitor, who, being sworn, deposes and says the foregoing allegations are true and correct to the best of his knowledge and belief.

W. G. WYLY.

Sworn to and subscribed before me on this the 17 day of September, 1887.

J. B. BEATTIE, *D'y Cl'k.*

The foregoing petition and affidavit considered, it is ordered that a commission issue as prayed for, directed to —— —— or any judge, justice of peace, notary public, U. S. commissioner, or other competent authority, requiring him to take the deposition of said witnesses, returnable on or before the 10th day of Octobor, 1887.

J. B. BEATTIE, *D'y Cl'k.*

315 Endorsed: No. 111. Circuit court of the United States, western district of Louisiana. Mississippi Mills *vs.* Fannie Cohn *et al.* Wood & Lee *vs.* Simon Cohn *et al.* Interrogatories to O. J. and W. D. Arrighi. Filed Sept. 17th, 1887. J. B. Beattie, d'y cl'k.

316 *Cross-Interrogatories to O. J. & W. D. Arrighi.*

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

and

MISSISSIPPI MILLS
vs.
FANNIE COHN *et als.* } No. 99.

Consolidated cases.

The defendants object to the interrogatories propounded by the plaintiffs or complainants to O. J. Arrighi and W. D. Arrighi, witnesses for said plaintiffs, upon the grounds that each & all of said interrogatories are leading, suggesting the answers desired; that they assume as true matters that have not been proven; that said plain-

tiffs have treated said witnesses as witnesses for defendants and have cross-examined them, whereas they are witnesses for plaintiffs themselves and in no sense whatever witnesses for defendants; that they seek and enquire for hearsay evidence and for matters and things entirely irrelevant and immaterial to the issue now involved in this litigation.

Reserving these and all other objections to the admissibility of the questions & answers as a whole and to each individual question for any cause whatever, defendants propound the following
317 cross-interrogatories to each of said witnesses, requiring them to answer same:

X Intg. 1st. You are not permitted by law to tell, say, or swear to anything except what you may know of your own personal knowledge—that is, what you yourself may have actually seen or heard and not what you think or suppose. Now, keeping this in mind, please state whether you actually saw & heard all you have testified to in your examination-in-chief; and if you have answered any one of the direct interrogatories from supposition or impression or hearsay, please state and name the ones you have so answered.

When you do not know the thing or matter enquired of you in the direct interrogatories, it is proper for you to answer that you do not know. Now, please state if you have so answered in all things when you do not actually know of your own knowledge.

X Intg. 2nd. Which one of you was employed by Manfred Meyer and which one by Simon Cohn? Is it not the fact that O.
318 J. Arrighi was employed by Manfred Meyer in his (Meyer's) store, and is it not the fact that Simon Cohn never had anything whatever to do with this employment by Meyer? Cohn never employed O. J. Arrighi, did he, nor paid him off, pretended to "boss" him, or have anything to do with his employment, directly or indirectly, did he?

X Intg. 3rd. If you ever saw Simon Cohn in or about Manfred Meyer's store on Lake St., what was he doing there? Was he not there merely as any one else would be? He did not take or pretend to have any authority or control over or about the store, did he? How often was he there; oftener than other people or about like other people in the town?

X Intg. 4th. If you have testified in chief that the goods in Meyer's store came from Simon Cohn's store, please state how you know this. Did you see the goods come out of Cohn's store? Did not Meyer pay for his goods like other merchants? Was not Meyer able and did he not have the funds to have a store of his own? If
319 you say he did not, how do you *you* know that he did not? You did not know him before you came to work for him, did you?

X Intg. 5th. You knew Mrs. Henrietta Steinhardt, the mother-in-law of Simon Cohn, did you not? She is an old & fe-ble lady and crippled, is she not, and was at the time you knew her?

X Intg. 6th. She was quite well off, or wealthy, was she not? Is it a fact that she had considerable money when you knew her in the

town of Lake Providence? How much did she have, or how much do you suppose she had? Please state all you may know about her having money and how much.

X Intg. 7th. Was it not generally understood that she was a lady of means? Have you not heard that she had considerable money? Please state all you may know about the general understanding concerning her having money and what you may have heard about the same.

X Intg. 8th. Has W. G. Wyly, the attorney for the plaintiffs, written to you or either of you at any time in regard to your
320 testimony in this case; if so, what did he write? Did he write trying to induce you to give damaging testimony against the defendants? What inducements did he offer? Did he write more than one letter? Please annex as part of your answers all the original letters or copies thereof which he has so written you, or if you have not the letters themselves state what has become of them and give their contents to the best of your recollection.

X Intg. 9th. Has any one else written to you on behalf of the plaintiffs at any times? If so, please annex the letters or copies thereof as part of your answer, and if you have not the letter or letters now state their contents to the best of your recollection.

X Intg. 10th. Please state any other matter or thing of advantage to the defendants which you have not already stated as fully as if you were specially interrogated thereon.

J. M. KENNEDY, *Att'y.*

321 Endorsed: No. 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et als.*, No. 111, & Mississippi Mills *vs.* Fannie Cohn *et als.*, No. 90. Consolidated cases. Interrogatories to C. J. & W. D. Arrighi.

322 *Interrogatories to Wash. Stewart.*

U. S. Circuit Court, Western District of Louisiana. In Equity.

WOOD & LEE *vs.* SIMON COHN *et al.*
MISSISSIPPI MILLS *vs.* FANNY COHN *et al.*
} Consolidated Cases.

Interrogatories to be propounded to Wash. Stewart, a competent witness, whos- answers will be read on trial hereof on behalf of complainants.

Intg. 1st. What is your age, occupation, and place of residence?

Intg. 2nd. Are you acquainted with Simon Cohn, Manfred Meyer, John L. Martin, Fannie Cohn, & Henrietta Steinhardt or either of them?

Intg. 3rd. Did you ever reside in Lake Providence; if so, during

what period and what occupation did you pursue while residing in Lake Providence?

Intg. 4th. If you say you pursued the occupation of a drayman for whom were you principally employed to dray goods?

Intg. 5th. If you say you were employed as a drayman to dray goods for Simon Cohn, how long did you act in that capacity? During what years were you his drayman? If you say you were
323 also drayman for Manfred Meyer, state during what years you drayed goods for him. If you say you were also drayman for John L. Lartin, state during what years you drayed goods for him.

Intg. 6th. Do you remember about what time Manfred Meyer opened a store in Lake Providence? How long was it before the failure of Simon Cohn?

Intg. 7th. From whom did Manfred Meyer get the goods or part of the goods with which he opened the store? Were the goods shapped to him care of the wharf-boat or did he get the goods or part of them from some other merchant in Lake Providence; and, if so, from whom?

Intg. 8th. Did he get any of the goods from Simon Cohn or were any of the goods taken to Manfred Meyer's store from Simon Cohn's store or were any of Simon Cohn's goods on the wharf-boat hauled to Manfred Meyer's store; and, if so, by whom?

Intg. 9th. Did you or not dray goods from Simon Cohn's store to Manfred Meyer's store at any time; if yea, how often and about what time? Was it in the daytime or night-time, or both?
324 How long was it before the failure of Simon Cohn? Was it before or after his store was attached?

Intg. 10th. Did you dray any of Simon Cohn's goods from the wharf-boat to Manfred Meyer's store; if so, was it before or after the failure of Simon Cohn; if so, about how many dray-loads did you haul, and was it in the daytime or night-time, or both?

Intg. 11th. Did Simon Cohn ever ask you or direct you to haul any goods to Manfred Meyer's store? Did he ever pay you for hauling any goods or furniture to Manfred Meyer's store? Did you ever see any goods that once belonged to Simon Cohn in Manfred Meyer's store, on Lake street?

Intg. 12th. Did you ever see any boxes in Manfred Meyer's store or in the back yard thereof with Simon Cohn's mark or name on those boxes; if so, about how many boxes did you notice that had Simon Cohn's mark or name on them?

Intg. 13th. A witness has stated that about midnight a dray-load of goods were hauled on the street in front of John O. Brien's house and taken to Manfred Meyer's store; that they came from
325 the direction of Simon Cohn's store; that this was a short time before Cohn's failure. Have you any knowledge on the subject? Do you know anythiug about any goods having been hauled to Manfred Meyer's store in the night-time; if yea, how often were dray-loads hauling in the night-time and how long was it before the failure of Simon Cohn? State all you may know about it and especially whether the goods were hauled in the night-time

and by whom. Did John L. Martin have a hand in the movement of the goods from Cohn's to Meyer's store, or did he know anything about it?

Intg. 14th. If you say you drayed goods for Manfred Meyer and for John L. Martin, as well as for Simon Cohn, will you state at what landing all of these parties received good-? Did they receive their goods from Purdy's wharf-boat or from some other landing at Lake Providence?

Intg. 15. Were you or not the principal drayman of Manfred Meyer while he kept store in Lake Providence? Did he or not ever order you to bring goods to his store from Simon Cohn's store or to bring goods from the wharf-boat which had been shipped to Simon Cohn?

326 Intg. 16th. Were you or not the principal drayman of John L. Martin *L. Martin* while he kept store on Black Bayou? Did he or not ever get goods from Simon Cohn's store or from the wharf-boat which came consigned to Simon Cohn? Did he ever get goods from Manfred Meyer?

Intg. 17th. Did Simon Cohn ever order any goods to be sent from Manfred Meyer's store to John L. Martin's store?

Intg. 18th. Did Simon Cohn ever pay you for hauling goods to Manfred Meyer's store or to John L. Martin's store, or both?

Intg. 19th. Did or not Simon Cohn take part in the business affairs of the store of Manfred Meyer? Did he assume to give orders or control the store in any way? State what you may know about this.

Intg. 20th. Did or not Simon Cohn a short time before his failure, in December, 1880, reship a great many goods to C. L. Collman & Co., Milliken's Bend; to E. Stockner, Shiloh Landing, Miss.; to D. Morris, Hard Times Landing, or elsewhere? State what you may know about this.

327 Intg. 21st. Did you dray any goods from Simon Cohn's store to the wharf-boat to be shipped elsewhere a short time before the failure of Simon Cohn? If so, state about how many boxes or dray-loads of goods you hauled to the wharf-boat to be shipped elsewhere? Was it a large quantity of goods or only a few boxes?

Intg. 22nd. If you say you drayed goods from Simon Cohn's store to the wharf-boat to be shipped elsewhere, do you remember the marks on the boxes or the names of the parties to whom Simon Cohn was shipping the goods? State all you may know about this.

Intg. 23rd. Who was the drayman of Mrs. Henrietta Steinhardt after she bought out Manfred Meyer's store, and what storehouse was he occupying when he sold out? If you say you were the drayman of Mrs. Steinhardt, who managed the business of the store, hired you to do the draying, and paid you for it? Who seemed to boss the store after it was put in the name of Mrs. Steinhardt?

Intg. 24th. If you say Simon Cohn ran the store or bossed it after it was put in the name of Mrs. Steinhardt, will you state whether or not he acted as though he was the owner? Did he or not

328 hire you and pay you as drayman and otherwise transact business apparently for himself?

Intg. 25th. Did Simon Cohn ever take part in the business of the store in the name of Manfred Meyer on Lake street? Was he seen much in that store and did he act as though he was interested in it?

Intg. 26th. Did he take charge of or manage business in the store after Manfred Meyer moved it to the brick building formerly occupied by Simon Cohn? Was he often seen in that store managing the business?

Intg. 27th. Did or not Simon Cohn manifest as much interest in the store of Manfred Meyer after it was moved to the brick store as he had done formally when he owned that store?

Intg. 28th. After the store was put in the name of Mrs. Steinhardt, who run it or seemed to control its business affairs? If you say Simon Cohn did, state whether or not his control was exercised in the same way as formerly when the store was in the name of S. Cohn.

329 Intg. 29th. Do you know or can you state any other matter or thing material to the issue of this case or which may be of advantage to either of the litigants? If so, state the same fully and at large in your answers.

W. G. WYLY, *Solicitor.*

Complainants allege that the testimony of the witness, Wash. Stewart, is material and his answers to the foregoing interrogatories are necessary in order to enable them to make out this case.

Wherefore they pray that a commission issue to any judge, justice of the peace, notary public, U. S. commissioner, or other competent authority at Indianapolis, Indiana, where said witness resides, requiring him to take the answers of said witness to the foregoing interrogatories and such cross-interrogatories as may be propounded.

W. G. WYLY, *Solicitors.*

Personally appeared before the undersigned authority W. G. Wyly, solicitor, who, being duly sworn, deposes and says the foregoing allegations are true and correct to the best of his knowledge and belief.

W. G. WYLY.

330 [SEAL.] Sworn to and subscribed before me on this the 30th day of July, 1887.

A. M. ASHBRIDGE,
Notary Public.

The foregoing petition and affidavit considered, it is ordered that a commission issue as prayed for, directed to —— —— or any judge, justice of the peace, notary public, or U. S. commissioner or other competent authority, requiring him to take the deposition of said witness, returnable on or before the 10th October, 1887.

J. B. BEATTIE, *D'y Cl'k.*

Endorsed: No. 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et al.* Mississippi Mills *vs.* Fannie Cohn *et al.* Intgs. to Wash. Stewart. Filed September 17th, 1887. J. B. Beattie, d'y cl'k.

331 *Notice to Cross-Interrogatories.*

United States Circuit Court, Western District of Louisiana.

Mississippi Mills & Wood & Lee
vs.
Mrs. Fannie Cohn *et als.*
} No. 90 & 111.

To J. M. Kennedy, Esqr., solicitor for def'ts:

Take notice that complainant hath filed interrogatories to Wash. Stewart, of Indianapolis, Indiana, and O. J. Arrighi & W. S. Arrighi, of Wyandotte, Kas., a certified copy of said interrogatories accompanies this notice, and that you may, if you think proper, put such cross-interrogatories as are requisite and fit, and file the same in this court within three days from the service hereof.

Clerk's office, Sept. 19th, 1887.

[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

Endorsed: No. 90 & 111. U. S. circuit court. Mississippi Mills & Wood & Lee — Mrs. Fannie Cohn *et als.*, Simon Cohn *et als.* Notice to cross-interrogatories. Filed September 19th, 1887. J. B. Beattie, d'y cl'k.

332 Lake Providence, La.

Received the within notice to cross and copy of interrogatories hereto annexed in office this 19th day of September, 1887, and on the same day, month, & year made service of same by handing a certified copy thereof to J. M. Kennedy in person, in the town of Lake Providence, La.

A. M. ASHBRIDGE,
D'y Marshal.

Cross-Interrogatories to Wash. Stewart.

U. S. Circuit Court, Western District of Louisiana. In Equity.

Wood & Lee
vs.
Simon Cohn *et als.*
} No. 111.

&

Mississippi Mills
vs.
Fannie Cohn *et als.*
} No. 90.

Consolidated cases.

The defendants object to the interrogatories propounded to Wash. Stewart, a witness for the plaintiffs, upon the ground that they are

leading, that they seek to obtain hearsay testimony and testimony immaterial and irrelevant to the issue before the court, and that they constitute *or* attempt by plaintiffs to cross-examine their
333 own witness, who is neither reluctant or hostile or forced.

Reserving these and all other objections to the testimony and to the admissibility of each question to be urged on trial, defendants propound the following cross-interrogatories to said witness:

X Intg. 1st. You are not allowed by law to state anything in answer to questions except from your own knowledge—that is, from what you have yourself actually seen and heard. Now, remembering this, have you stated anything in your direct examination except from what you yourself actually saw and heard from the defendants? If so, point out what you have so stated. What is it you have stated, what you supposed or heard from others? Where you do not know the matters or things asked of you in any question it is your duty to answer that you do not know. Now, have you done so?

X Intg. 2nd. Was not Mr. Manfred Meyer the owner & sole "boss" and manager of his store? Did he not pay you off and have full control about & around the store, both in his store on Lake
334 St. and in the brick store after he opened it in his own name? He was the "boss," was he not?

X Intg. 3rd. You are asked in your examination-in-chief all about where Meyer got his goods and if he paid for them. Now, is it not a fact that you do not know anything about these matters? And, if you do not know anything about them, please say so, and do not tell something you do not know.

X Intg. 4th. You know Mrs. Henrietta Steinhardt, did you not, when you lived in Lake Providence? It was generally understood, was it not, that she was a lady of means and had plenty of money? Did you hear others say that she had money? How much money was it understood she had? Was it a considerable sum? She is an old and fe-ble lady and crippled, is she not?

X Intg. 5th. What is your present occupation? Are you a black man or white man?

J. M. KENNEDY,
Att'y for Defendants.

335 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. In equity. Wood & Lee *vs.* Simon Cohn *et als.*, No. 111, and Mississippi Mills *vs.* Fannie Cohn *et als.*, No. 90. Consolidated cases. X interr-gatories to Wash. Stewart.

336 *Affidavit for Continuance of Examination Before Sp'l Ex'r.*

U. S. Circuit Court, 5th Circuit, Western Dist. La. In Equity.

STATE OF LOUISIANA,
Parish of East Carroll.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

&

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

Personally appeared before the undersigned authority Simon Cohn, who, on behalf of the other defendants in the above-entitled causes, declares that they are unable to proceed with the taking of testimony in the above-entitled causes to-day and demands a continuance of the taking of testimony until Monday, September 26th, 1887, on the ground that J. M. Kennedy, Esq., att'y for def'ts, is sick and unable to proceed at this time with the taking of testimony, and that defendants cannot get another attorney to represent them before the special examiner.

S. COHN.

Sworn to and subscribed before me this the 22 Sept., 1887.
J. B. BEATTIE, *Sp'l Ex.*

337 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* & Wood & Lee *vs.* Simon Cohn *et als.* Affidavit for continuance of taking testimony before the special ex'm. Filed September 22nd, 1887. J. B. Beattie, sp'l ex.

Affidavit for Continuance of Examination Before Sp'l Ex.

STATE OF LA.,
Parish of East Carroll, } *ss:*

United States Circuit Court, 5th Circuit, Western District of La. In Equity.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.*

&

WOOD & LEE
vs.
SIMON COHN *et als.*

Personally appeared before the undersigned authority Simon

leading, that they seek to obtain hearsay testimony and testimony immaterial and irrelevant to the issue before the court, and that they constitute *or* attempt by plaintiffs to cross-examine their
333 own witness, who is neither reluctant or hostile or forced.

Reserving these and all other objections to the testimony and to the admissibility of each question to be urged on trial, defendants propound the following cross-interrogatories to said witness:

X Intg. 1st. You are not allowed by law to state anything in answer to questions except from your own knowledge—that is, from what you have yourself actually seen and heard. Now, remembering this, have you stated anything in your direct examination except from what you yourself actually saw and heard from the defendants? If so, point out what you have so stated. What is it you have stated, what you supposed or heard from others? Where you do not know the matters or things asked of you in any question it is your duty to answer that you do not know. Now, have you done so?

X Intg. 2nd. Was not Mr. Manfred Meyer the owner & sole "boss" and manager of his store? Did he not pay you off and have full control about & around the store, both in his store on Lake
334 St. and in the brick store after he opened it in his own name? He was the "boss," was he not?

X Intg. 3rd. You are asked in your examination-in-chief all about where Meyer got his goods and if he paid for them. Now, is it not a fact that you do not know anything about these matters? And, if you do not know anything about them, please say so, and do not tell something you do not know.

X Intg. 4th. You know Mrs. Henrietta Steinhardt, did you not, when you lived in Lake Providence? It was generally understood, was it not, that she was a lady of means and had plenty of money? Did you hear others say that she had money? How much money was it understood she had? Was it a considerable sum? She is an old and fe-ble lady and crippled, is she not?

X Intg. 5th. What is your present occupation? Are you a black man or white man?

J. M. KENNEDY,
Att'y for Defendants.

335 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. In equity. Wood & Lee *vs.* Simon Cohn *et als.*, No. 111, and Mississippi Mills *vs.* Fannie Cohn *et als.*, No. 90. Consolidated cases. X interr-gatories to Wash. Stewart.

336 *Affidavit for Continuance of Examination Before Sp'l Ex'r.*

U. S. Circuit Court, 5th Circuit, Western Dist. La. In Equity.

STATE OF LOUISIANA,
Parish of East Carroll.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

&

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

Personally appeared before the undersigned authority Simon Cohn, who, on behalf of the other defendants in the above-entitled causes, declares that they are unable to proceed with the taking of testimony in the above-entitled causes to-day and demands a continuance of the taking of testimony until Monday, September 26th, 1887, on the ground that J. M. Kennedy, Esq., att'y for def'ts, is sick and unable to proceed at this time with the taking of testimony, and that defendants cannot get another attorney to represent them before the special examiner.

S. COHN.

Sworn to and subscribed before me this the 22 Sept., 1887.
J. B. BEATTIE, *Sp'l Ex.*

337 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* & Wood & Lee *vs.* Simon Cohn *et als.* Affidavit for continuance of taking testimony before the special ex'm. Filed September 22nd, 1887. J. B. Beattie, sp'l ex.

Affidavit for Continuance of Examination Before Sp'l Ex.

STATE OF LA.,
Parish of East Carroll, } *ss:*

United States Circuit Court, 5th Circuit, Western District of La. In Equity.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.*

&

WOOD & LEE
vs.
SIMON COHN *et als.*

Personally appeared before the undersigned authority Simon

Cohn, one of the defendants in the above-entitled cause, who, in behalf of himself and Mrs. Henrietta Steinhardt, one of the de-
338 fendants in the above-styled causes, declares that for the following reasons and causes he demands a continuation of the examination of witnesses in the above entitled and numbered causes until Sept. 29th, 1887: 1st, that his attorney, J. M. Kennedy, is sick and unable to appear before the special examiner, and that he is unable to engage the services of another attorney to represent him and the other defendants in above styled and numbered causes.

S. COHN.

Sworn to and subscribed before me this the 26th day of Sept., 1887.

J. B. BEATTIE, *Sp'l Ex.*

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Affidavit for continuance of examination before sp'l ex. Filed Sept. 26th, 1887. J. B. Beattie, sp'l ex.

339 *Extract of Minutes.*

TUESDAY, *October 4th*, 1887.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Continued until next term of the U. S. circuit court, at Monroe, with leave granted to both parties to take testimony in and out of the State, and J. B. Beattie, deputy clerk, is hereby appointed special examiner to take such testimony.

340 *Notice to Take Testimony.*

U. S. Circuit Court, 5th Circuit, Western Dist. Louisiana.

WOOD & LEE
vs.
SIMON COHN *et als.*
&
MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 111, Consolidated Cases.

MONROE, LA., *M'ch 8th*, 1888.

Mess. C. J. & J. S. Boatner, solicitor- for defendants:

Please take notice that testimony will be taken orally on be-

half of complainants in above entitled and numbered cases at Kansas City, Missouri, on Wed., M'ch 21st, 1888, and at Wyandotte, Kansas, on Thursday, M'ch 22*th*, 1888, and continued from day to day until completed.

JOHN T. LUDELING,
Solicitor for Complainants.

Rec'd a certified copy of within notice, in office, on the 8th day of M'ch, 1888, and on same day, month, and year served the same upon Charles J. Boatner, Esq., solicitors for def'ts, by handing the same to him in his office, in the city of Monroe, La.

S. B. WILLIS,
D'y U. S. Marshal.

Filed M'ch 9th, 1888.

J. B. BEATTIE, *D'y Cl'k.*

341 *Application for Extention of Time to Take Testimony & Order.*

U. S. Circuit Court, Western District of La.

Wood & Lee & Miss. Mills
vs.
Mrs. F. Cohn *et als.*

To the hon. the judges of said court:

Mrs. H. Steinhardt, one of the defendants in the causes above styled and consolidated for purpose of trial, respectfully shows that she has recently learned that certain important testimony in her behalf has not been taken; that complainants took out commissions under which she expected that the facts above refer-ed to would be developed, but that she does not know if said commissions have been executed and returned.

Wherefore she prays that the time for taking testimony in the above causes be extended until the twenty-fifth day of June, 1888, in order that she may take the testimony of Wm. H. Tomson and W. A. Clendenen, cashier & assistant cashier of the Boatman's Saving- Bank of St. Louis, and such other testimony as
342 she may find necessary, and gen'l relief.

C. J. & J. S. BOATNER.

Let the time be extended as prayed for, provided the testimony desired is ready in court for publication at the time.

Done and signed in chambers this 30 day of May, 1888.

ALECK BOARMAN, *Judge.*

Interrogatories to W. H. Thompson, W. A. Clendenin, & Emile A. Meysenburg.

U. S. Circuit Court, Western District of La.

WOOD & LEE & MISSISSIPPI MILLS
vs.
S. COHN *et als.*

Interrogatories propounded by Mrs. H. Steinhardt, one of the defendants in the above causes, to W. H. Thompson, W. A. Clendennin, & Emile A. Meysenburg, residents of the city of St. Louis, Mo.

Interrogatories Propounded to W. H. Thomson & E. A. Meysenburg.

1st. State respectively your occupations.

2nd. In answer to interrogatories propounded to you by the complainants herein you stated & testified before C. D. Green, not. pub., on the 5th of Aug., 1887, that neither Joseph nor Henrietta
343 Steinharst had ever had any money on deposit or were creditors of the Boatman's Savings Bank of St. Louis. The interrogatories which you answered made inquiry with regard to Joseph and Henrietta Steinharst. Please re-examine your system of deposits & state whether or not Joseph or Henrietta Steinhardt or Steinhart did not deposit or cause to be deposited in the Boatman's Savings Bank of St. Louis during the month of August, 1877, the sum of five thousand dollars, for which your bank issued its certificate of deposit.

3rd. State whether or not under previous interrogatories you examined the books of the bank with reference to the name of Steinhardt or Steinhart; if yea, were you correct in your statement that there had been no deposit to the credit of Mrs. Henrietta Steinhart?

4th. Do you know or can you state any *any* other matter or thing that may be of advantage or benefit to the parties at issue in this cause or to either of them or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answers.

Interrogatories to W. A. Clendennin.

1st. Please state your name & vocation.

343½ 2nd. If you have said that you are assistant cashier of the Boatman's Savings Bank of St. Louis, please examine the books of the bank for the year 1877 & state whether or not a deposit was made therein for ac. and credit of Mrs. Henrietta Steinhardt or Steinhart.

3rd. If yea, state the amount & date of deposit.

4th. Do you know or can you state any other matter or thing

which may be of advantage or benefit to the parties to this cause or either of them or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answers.

C. J. & J. S. BOATNER, *Solicitors.*

344 *Notice to Cross-Interrogatories and Marshal's Returns.*

United States Circuit Court, Western District of Louisiana.

MISSISSIPPI MILLS & WOOD & LEE
vs.
MRS. FANNIE COHN *et als.* & SIMON COHN *et als.* } No. 90, 111.

To Judge Jno. T. Ludeling, solicitor for complainants:

Take notice that defendant Mrs. Henrietta Steinhardt this day filed interrogatories to Wm. H. Thomson, W. A. Clendenin, & Emile A. Meysenburg, of St. Louis, Mo.—a certified copy of said interrogatories accompanies this notice—and that you may, if you think proper, put such cross-interrogatories as are requisite and fit and file the same in this court within ten days from the service hereof.

Clerk's office, Monroe, La., May 31, 1888.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] No. 90 & 111. U. S. circuit court. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* Notice to cross-interrogatories.

Received this notice of interrogatories, with a certified copy of the same, in office, on the 2nd day of June, 1888, and on the same day month, & year I served said certified copy on Judge Jno. T. Ludeling, in person, in Monroe, La.

S. B. WILLS,
D'y U. S. Marshal, Western District La.

Serving intgs., 50c.
Filed June 4th, 1888.

J. B. BEATTIE, *D'y Cl'k.*

345 *Cross-Interrogatories.*

U. S. Circuit Court, Western District of La.

MISSISSIPPI MILLS
v.
MRS. FANNIE COHN *et als.*
&
WOOD & LEE
vs.
SIMON COHN *et als.*

Cross-interrogatories to the witnesses.

1st. Did either Joseph Steinhardt or Henrietta Steinhardt ever have money on deposit in the Boatman's Savings Bank of St. Louis?

2nd. If so, when? What amount? Who deposited the money? When was it drawn out, & by whom?

3rd. Are you acquainted with Henrietta Steinhardt or Joseph Steinhardt? What was their business or occupation, & where did they reside when you knew them?

W. G. WYLY &
JNO. T. LUDELING, *Solicitors.*

Filed June 12, '88.

J. B. BEATTIE, *D'y Cl'k.*

346 *Extract of Minutes.*

MONDAY, *June 25th*, 1888.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, pre.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

On motion of C. J. Boatner, Esqr., solicitor for def'ts, it was ordered that these causes be continued until the next term of court and that the time for taking testimony be extended until that time.

Extract of Minutes.

MONDAY, *October 8th*, 1888.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

On motion of solicitors for defendants, these causes were assigned for trial on Thursday, October 11th, 1888.

347 *Extract of Minutes.*

THURSDAY, *October 11th*, 1888.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

&

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Motion to dismiss filed on behalf of defendants and same overruled. In these cases it is agreed by counsel that no further evidence shall be taken and that the causes be submitted for trial on some day of the first week of the February term, A. D. 1889, of the U. S. circuit court, at Shreveport, La. Agreement filed.

Motion to Dismiss.

WOOD & LEE
vs.
COHN *et al.*
MISSISSIPPI MILLS
vs.
COHN *et al.* } No. 111 & 90 Consolidated.

Defendants move the court to dismiss the bills of complaint for want of prosecution.

C. J. & J. S. BOATNER,
A. H. LEONARD,
Solicitors for Def'ts.

348 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Wood & Lee & Mississippi Mills Co. *vs.* S. Cohn *et als.* Motion to dismiss. Filed Oct. 11th, 1888. R. A. Young, d'y cl'k.

Agreement of Counsel.

U. S. Circuit, West. Dist., 5 Circuit.

WOOD & LEE
vs.
S. COHN *et als.* } No. 111.

MISSISSIPPI MILLS
vs.
MRS. F. COHN *et als.* } No. 90.

In these cases it is agreed that *on* further evidence shall be taken & that case shall be submitted for trial on some day of the first week of the next term of this court to be held at Shreveport, La.

Monroe, Oct. 11th, 1888.

C. J. & J. S. BOATNER,
A. H. LEONARD,
Solicitors for Def'ts.
JOHN T. LUDELING,
Solicitor for Pl'ff.

349 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Cohn *et als.* Mississippi Mills Co. *vs.* Fannie Cohn *et als.* Agreement. Filed Oct. 11th, 1888. R. A. Young, d'y cl'k.

Extract of Minutes.

MONDAY, *February 25th*, 1889.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

In Equity.

Assigned for trial to-morrow, Tuesday, Feb'y 26th, 1889.

350 *Extract of Minutes.*

TUESDAY, *February 26th*, 1889.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
MRS. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

(Consolidated causes in equity.)

Continued until the April term, A. D. 1889, of the U. S. circuit court at Monroe, La.

Extract of Minutes.

TUESDAY, *April 9th*, 1889.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases in equity.

As per assignmen- these causes came on to be heard at
351 this time. Plea of prescription filed on behalf of def'ts and same overruled; agreement of counsel filed; motion to suppress testimony filed on behalf of complainants & defendants and same overruled. Upon conclusion of the introduction of the evidence and argument of counsel these causes were submitted, solicitors for complainants and defendants to furnish briefs to be filed on or before July 1st, 1889.

Plea of Prescription.

WOOD & LEE
vs.
SIMON COHN *et al.*
MISS. MILLS
vs.
SIMON COHN *et als.* } Consolidated Cases.

The defendant- in this cause pleade- the prescription of one year against the complainants' action, and aver that the same is barred by said prescription.

A. H. LEONARD &
C. J. & J. S. BOATNER,
Solicitors.

352 Endorsed: No. 90 & 111. U. S. circuit court, west. dist. La. Wood & Lee & Mississippi Mills *vs.* Simon Cohn *et als.* Plea of prescription. Filed April 9th, 1889. J. B. Beattie, clerk.

Agreement of Counsel.

Circuit Court of the United States, Western District of La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.* } No. 90.

Consolidated cases.

For the mutual convenience of counsel it is agreed that the testimony taken by J. B. Beattie, special examiner, orally, of the witnesses examined by him in these consolidated cases in behalf of all parties need not be signed by the witnesses; the signatures of the witnesses to their respective depositions are waived in pursuance of the understanding between counsel on both sides when J. B.
353 Beattie, special examiner, first commenced the taking of the depositions orally; and as objection will be made to the depositions (when offered) on the ground that the witnesses have not signed the depositions after the same are written out by J. B. Beattie from his short-hand notes and certified to by him as special examiner.

Provided if we, on the examination of the testimony, have any doubts of the accuracy of the testimony or any witness as transcribed, we reserve the rights to require that such testimony submitted to the witness & signed before any commissioner before the same shall be admissible in evidence; this to apply to all testimony taken before Beattie, commissioner.

Feb'y 2nd, 1889.

C. J. & J. C. BOATNER,
Att'ys for Def'ts.
W. G. WYLY, *Att'y Pl'ffs.*

Filed April 9th, 1889. J. B. Beattie, clerk. Agreement of counsel.

354 *Complainants' Motion to Suppress.*

U. S. Circuit Court, West. Dist. La.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
MRS. F. COHN *et als.* } No. 90.

Consolidated cases.

The complainants move to suppress the testimony of Simon Cohn given in answer to the leading questions propounded to him by de-

fendants' counsel on the grounds that he is one of the defendants & the questions propounded by defendants' counsel are leading & suggestive of the answers wanted.

They move also to suppress so much of the answers of J. D. Tomkins, taken before J. B. Beattie, commissioner, as purports to give his opinions or conclusions in relation to matters of fact on the grounds that the opinions of witness, except on matters of skill or science, are not evidence; also to suppress the testimony of Samuel Lowenberg on the ground that it is hearsay or his opinions.

JNO. T. LUDELING &
W. G. WYLY, *Solicitors.*

355 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Wood & Lee *vs.* Simon Cohn. Mississippi Mills *vs.* Fannie Cohn *et als.* Motion to suppress. Filed April 9th, 1889. J. B. Beattie, clerk.

Defendants' Motion to Suppress.

U. S. Circuit Court, Western District of La.

WOOD & LEE *vs.* SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS *vs.* F. COHN *et als.* } No. 90.

Consolidated cases.

The defendants in the above cause object to the testimony of O. J. Arrighi, No. 11, on plaintiffs' note of evidence, & the testimony of W. D. Arrighi, No. 12, on the foregoing grounds:

1st. Said testimony purports to have been taken by J. B. Beattie, examiner of this court, in Kansas City, Mo., he being without authority to examine said witness- beyond the jurisdiction of this court or to administer an oath at Kansas City.

356 2nd. No legal or sufficient notice was given defendants or their counsel of the intention to take the testimony of said witnesses, notice thereof having been served upon one of defendants' solicitors at the railway depot in Monroe, La., just as he was leaving on important business, some seven or eight days before said witness- *was* to be examined & when it was impossible for him to attend said examination within the time fixed.

3d. The examination of said witness- being entirely *ex parte*, the questions prepared were leading and suggestive of the answers desired to the last degree, the witness- in most replies adopting *adopting* the question of counsel by a simple affirmative or negative and giving their opinions & the statements of others as evidence in the cause.

The defendant Mrs. H. Steinhardt objects to testimonies of Wm. Rous, J. C. Pitman, C. R. Egelly, & J. M. Kennedy, taken in suit of S. B. Newman & Co. *vs.* S. Cohn, on the ground that she was no party to said cause and the testimony as to him is *ex parte*.

Wherefore they pray that said testimony & depositions be suppressed and not considered in evidence herein.

357 A. H. LEONARD &
C. J. & J. S. BOATNER,
Of Counsel.

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. of La. Miss. Mills *vs.* Mrs. F. Cohn *et als.* Wood & Lee *vs.* Simon Cohn *et als.* Motion to suppress testimony. Filed April 9th, 1889. J. B. Beattie, clerk.

358 *Complainants' Note of Evidence.*

U. S. Circuit Court, Western District of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

&

MISSISSIPPI MILLS
vs.
FANNIE COHN *et als.* } No. 90.

Consolidated cases.

Note of evidence for the complainants in the above-entitled suits.

The complainants offer the following evidence & testimony on file in this case, to wit:

1st. Exhibits referred to on the bill & made part thereof & lettered from A to J, inclusive.

2nd. Certified copy of power of attorney from Henrietta Steinhardt to S. Cohn, dated July 31st, 1882, "K."

3rd. Testimony of H. F. J. Ricker, taken 8th June, 1887, by commission, at def'ts' instance.

4th. Testimony of Wm. H. Thomson & E. A. Meysenberg, taken by commission, at def'ts' instance.

5th. Testimony of H. F. J. Ricker, taken by commission on 15th Aug., 1887.

6th. Testimony of Washington Stewart, taken by commission on 7th Oct., 1887.

7th. Testimony of Rob't G. Campbell & of Pattie R. Campbell, taken by commission on the 27th day of June, 1887.

359 8th. Depositions of Charles Moss, taken by commission on 6th day of Aug., 1887.

9th. Testimony of Thomas Fatheree, taken for defendants on 23d June, 1887.

10th. Testimony of Mr. Oliver, taken by commission on 19 May, 1886.

11th. Testimony of O. J. Arrighi, taken by J. B. Beattie, special examiner, at Kansas City, Mo., on 21st & 22nd M'ch, 1888.

12th. Testimony of W. D. Arrighi, on 22nd March, 1888, by J. B. Beattie, special examiner, at Kansas City, Mo.

13th. Testimony of V. M. Purdy, taken at Lake Providence, La., by J. B. Beattie, special examiner, commencing on 16th Dec., 1886.

14th. Volume of said V. M. Purdy's bill of lading referred to by him in his testimony & produced by him.

15th. Testimony of J. C. Pitman, taken before J. B. Beattie, special examiner, at Lake Providence, La., in Dec., 1886.

16th. Testimony of David Dreyfuss, taken by J. B. Beattie, special examiner, at Lake Providence, in Dec., 1886.

17th. Testimony of Daniel O. Sullivan, taken by J. B. Beattie, special examiner, at Lake Providence, La., in Dec., 1886.

18th. Certified copy of judgment in suit of Mississippi Mills *vs.* Simon Cohn.

360 19th. Testimony of Wm. Rous, taken in the suit of Buckner & Co. *vs.* S. Cohn & forming a part of Exhibit "B."

20th. Testimony of J. C. Pittman, embraced in & forming part of Exhibit "B."

21st. Testimony of C. R. Egelly, taken in suit of S. B. Newman & Co. *vs.* S. Cohn & embraced in Exhibit "B."

22nd. Testimony of J. M. Kennedy, taken in said suit & embraced in Exhibit "B."

23rd. Testimony of J. M. Kennedy, taken before J. B. Beattie, special commissioner, at Lake Providence.

24th. Testimony of S. T. Lemay, taken before J. B. Beattie, special commissioner.

25th. Testimony of Mrs. Steinhardt, taken before J. B. Beattie, special commissioner.

26th. Testimony of V. M. Purdy, taken before J. B. Beattie Sept. 16th, 1887.

27th. Testimony of John L. Martin, taken before J. B. Beattie, special commissioner.

28th. Testimony of John O. Brien, taken before J. B. Beattie, special commissioner.

29th. Agreement between counsel, signed 2d Feb., 1889, marked Z.

30th. Testimony of O. J. Arrighi & W. D. Arrighi, taken by commission & filed in this suit.

361 Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Wood & Lee *vs.* Simon Cohn *et als.* & Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* Note of evidence for complainants. Filed April 9th, 1889. J. B. Beattie, cl'k.

362 *Certified Copy of Power of Attorney.*

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known that on the day and date hereinafter written, before me, Charles R. Egelly, a notary public duly commissioned and qualified in and for the parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Mistress Henrietta Steinhardt, a *feme sole* of lawful age and resident of the parish aforesaid, who declared unto me, notary, that she has nominated, constituted, and appointed Simon Cohn, of the same residence, to be her true and lawful agent and attorney-in-fact for her and in her name, place, and stead to conduct, manage, control, and superintend all her affairs, matters, things, business, and property of every kind or nature whatsoever, real, personal, or mixed, wherever and whenever the same may be, arise, exist, or be situated, whether in the said parish of East Carroll or elsewhere, and to make, enter into, execute, and perform all conventions, contracts, and obligations, and to make, sign, execute, and deliver
363 all writings or papers of whatsoever kind or nature, and generally to do and perform all acts, matters, or things in relation thereto which she, the said Henrietta Steinhardt, might or could do if she were personally present and acting in proper person, hereby conferring upon her said attorney-in-fact not only full power of administration over and in regard to all her matters, estate, affairs, and business of every kind or nature whatsoever, but also expressly giving and granting unto him full power and authority to do and perform all acts of ownership relative thereto which she might or could do if she were present and acting therein; and the said appeared does hereby expressly and specially authorize her said agent and attorney-in-fact for her and in her name, place, and stead to sell and to buy all and every kind of property, matter, or thing whatsoever, real or personal; to mortgage, incumber, or hypothecate all or any part thereof, her property of any kind or character whatsoever; to accept or reject any and all succession that may fall to her; to interrupt, waive, or renounce prescription; to collect any and all debts and give due acquittances thereof; to draw, indorse, or accept bills of exchange, promissory notes, or
364 bank checks; to bind the said appearer upon or to any bond, obligation, contract, or agreement whatsoever, either as principal or as surety thereto or thereon, and to sign the same for her and in her name, either as such principal or surity, as the case may be; to appear for her and in her name and stead in and before any and all courts of law or equity, there to plead, prosecute, or defend all suits, litigations, matters, and things, and to accept all citations and processes of every kind or character, and to make, sign, and deliver all bonds, obligations, or papers that may be necessary or proper thereto or therein; to compound, compromise, or refer any and all matters and things to arbitration, and to make transactions

in matters of litigation, and also for her and in her name to do all such other acts, matters, and things in relation to her property, estate affairs, and business of every kind or nature whatsoever as she might do or could do if personally present and acting therein, the said Mrs. Steinhardt declaring that, as she was old and desirous of being relieved of all cares and troubles of business, it is her intention to, and she does hereby, commit unto the said Simon Cohn the entire management, care, and disposition of her property and
365 affairs as fully and absolut-ly as she has now or may hereafter have of the same, giving unto and vesting in her said agent and attorney full and "indefinite" power to do and perform whatever may to him appear as conducive to her interest, and intending that this mandate shall be understood, construed, and taken in its broadest and most comprehensive sense. This mandate is given and made with full power of substitution and revocation, and the said principal hereby ratifies and confirms whatever the said agent may lawfully do in and about the premises; and now to these presents also personally come- the said Simon Cohn, who declared that he does hereby expressly accept the foregoing power of attorney.

Thus done and passed at my office, in the town of Providence, parish and State aforesaid, in the presence of Jason Hamilton and D. Dreyfuss, lawful witnesses, who hereto sign their names, together with said appearers and me, notary, on this the 31st day of July, A. D. 1882.

HENRIETTA STEINHARDT.
SIMON COHN.

Attest: JASON HAMILTON.
D. DREYFUSS.

CHAS. R. EGELLY,
Notary Public.

366 STATE OF LOUISIANA, }
Parish of East Carroll. }

I, Wm. Rous, clerk of the 8th district court and *ex officio* recorder in and for said parish and State, duly commissioned and qualified, do hereby certify that the above and foregoing is a true and correct copy of the power of attorney from Henrietta Steinhardt to Simon Cohn, now on file in my office and of record under date of July 31st, 1882, — Notarial Book "Q," folios 426 & 427.

Witness my hand & seal of office this 2nd day of December, A. D. 1885.

[SEAL.] WM. ROUS,
Clerk 8th Distric- Court & ex Officio Recorded.

Endorsed: Exhibit "K." Filed in evidence on behalf of defendants. J. B. Beattie, sp'l examiner.

367 *Deposition of H. F. J. Ricker.*

United States Circuit Court, 5th Circuit, Western District of Louisiana. In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNY COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Consolidated cases.

Interrogatories propounded on behalf of defendant- to H. F. J. Ricker, a witness residing at Quincy, State of Illinois.

Intg. 1st. What is your vocation and where do you reside? How long have you resided in your present place of residence and how long have you been engaged in your present business?

Intg. 2nd. Were you ever acquainted with Joseph Steinhart, formerly of Hannibal, Mo., and Quincy, Ill.?

Intg. 3rd. If you have said to preceeding interrogatory that you did know said Joseph Steinhart, please state whether you ever had any business transactions with him; and, if so, when and of what character.

Intg. 4th. If in answer to the preceeding intg. you have said that said Steinhart made deposits in a banking institution with which you were connected as president, cashier, or owner, please state the amount, when deposited, when withdrawn, if the same has been withdrawn, & by whom.

368 Intg. 5th. Are you acquainted with Isaac Lesem, of Quincy, Ill.? If so, state his business and general character and standing in the community where he resides, if you know it.

Intg. 6th. Are you acquainted or were you ever acquainted with Mrs. Henrietta Steinhart, widow of Joseph Steinhart? If yea, state whether or not she ever had any money on deposit in Ricker's bank.

Intg. 7th. If yea, how much, when deposited, when withdrawn, and by whom?

Intg. 8th. Do you know or can you state any other matter or thing pertinent to the foregoing interrogatories or material to the issue between the parties in the foregoing suits or which would be benefit to them or either of them? If yea, set forth the same fully in your answers as if specially interrogated in regard to same.

C. J. & J. S. BOATNER, *Solicitors.*

Cross-Interrogations.

Cross-intg. 1st. If in answer to 2nd and 3rd interrogations-in-chief you say you knew Joseph Steinhart, and that you had business transactions with him, will you state whether your acquaintance was so intimate as to enable you to gain thorough knowledge as to his financial condition at the time you transacted business with him? Have you personal knowledge as to how much he was worth over and above his liabilities? Did you ever give any thought to the matter or make any investigations as to what he was worth?

369

2nd X Intg. How long had you known Joseph Steinhart? What occupation did he pursue? Did he own any property in Quincy? What means had you of deriving exact information as to how much he was worth over and above his liabilities? When he died did he *live* any estate in Quincy or elsewhere, to your knowledge?

3rd X Intg. If, in answer to the 4th interrogatory, you say that Joseph Steinhart made deposits of money in any bank with which you were connected, will you please annex a copy of his account with said bank to your deposition? Do you know that he owned the monies which he may have deposited and withdrawn from said bank? Can you say positively that the money he was handling belonged to him individually and did not belong to other people? As a matter of fact, do you not — that depositors in banks sometimes deposit other people's funds and cheat them out afterwards?

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4th X Intg. If, in answer to the 6th interrogatory, you say you are acquainted with Mrs. Henrietta Steinhart, will you state who introduced her to you, when did you become acquainted, and whether your acquaintance with her is so intimate as to enable you to gain a personal knowledge as to what she is worth? Have you personal knowledge as to how much was bequeathed to her on the death of her husband, Joseph Steinhart, or as to how much she is worth over and above her liabilities?

5th X Intg. If, in answer to the 7th interrogatory-in-chief, you say Mrs. Henrietta Steinhart was a depositor in any bank with which you are connected, will — annex — you- deposition a copy of her account as depositor? Do you know that she owned the money in her own right that was deposited in her name? If so, how do you know it? If you have any letters written from Louisiana inclosing any deposits to be made in your bank in her name, or any letters referring to any deposits or business transactions in her name, will you annex all said letters to your deposition? Did Simon Cohn, as agent for Mrs. Steinhart, conduct the transaction in reference to said deposits? Did he write any letter as agent in reference to said deposit? If so, when were they received and when were any deposits made in the name of Mrs. Henrietta Steinhart?

371

6th X Intg. Did Simon Cohn or his wife, Fannie Cohn, ever have

any deposits in the bank with which you were connected? If so, please annex a copy of their bank account to your deposition. Do you know or have you any knowledge as to the business affairs of Simon Cohn while a resident in Quincy or subsequently? If so, state whether or not he was a merchant and about the value of his stock in trade or capital in business, as well as you can judge. If he was not a depositor in your bank, state in what bank he transacted his business. What did you estimate Simon Cohn to be worth while a merchant in Quincy, as near as you can judge?

7th X Intg. Can you mention any one who has personal knowledge as to how much Joseph Steinhart was worth, and what occupation he pursued before he died?

8th X Intg. If, in answer to the 8th general interrogatory-
372 in-chief, you state any facts material to the issue of the case, will you state how you acquired knowledge of those facts, from whom, and when? Did you acquire any knowledge of the facts stated by you from Simon Cohn or any one else?

9th X Intg. Have you been written to by Simon Cohn or any one else requesting you to give testimony in this case? If so, annex the letter or letters you have received on that subject. Have you been requested by any one to give testimony? If so, by whom? Have you ever imparted to Simon Cohn or any one else the substance of the evidence you have given in your examination-in-chief? If so, to whom, when, and at whose request?

W. G. WYLY, *Solicitor.*

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

373 Circuit Court of the United States of America, Fifth Circuit and Western District of Louisiana, Holding Sessions in the City of Monroe, La.

To Wm. H. Govert, Esqr., not. public, No. 52 No. Fifth St., Quincy, Ill.:

Know ye that, reposing special confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you H. F. Ricker, of Quincy, Ill., and him duly examine — the annexed interrogatories and cross-interrogatories on oath touching certain matters in a case now pending in the said court wherein Mississippi Mills & Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et al.* & Simon Cohn *et al.* are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before June 15th, 1887, to be read as evidence on the trial of said cause; also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice in the Supreme Court of the United States, at the city of Monroe, La., this 19th day of May, in the year our Lord 1887, and of the Independence of the United States of America 111th.

[SEAL.] J. B. BEATTIE, *D'y Clerk.*

374 [Endorsed :] U. S. circuit court. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et al.* & Simon Cohn *et al.* No. 90 & 111, consolidated case. Commission.

Deposition of witness produced, sworn, and examined on the day hereinafter stated at the office of William H. Govert, No. 52 North Fifth street, Quincy, Illinois, under and by virtue of the annexed commission issued out of the circuit court of the United States of America, fifth circuit and western district of Louisiana, to take the deposition in a certain case pending and its issue between Mississippi Mills and Wood & Lee, plaintiffs, and Mrs. Fannie Cohn *et als.* and Simon Cohn *et als.*, defendants—H. F. J. Ricker, who, being duly sworn on the Bible on this 8th day of June, in the year our Lord one thousand eight hundred and eighty-seven, doth depose and say as follows:

1st. To the first interrogatory he says: My vocation is and
375 has been a banker. I am now the cashier of the Ricker National Bank of Quincy, Illinois. I have resided here since 1840; have been banking ever since about 1862.

2nd. To the second interrogatory he says: I have been acquainted with Joseph Steinhart at one time at Quincy, Ill. I don't remember whether or not he was at Hannibal, Mo., or not.

3rd. To the third interrogatory he says: I did have some business transactions with him, said Joseph Steinhart, and were of this character: On the second day of October, 1876, I, as banker under the name of H. F. J. Ricker, issued to Henrietta Steinhart two certificates of deposit, one for five thousand dollars and the other for one hun- dollars, payable in six months after date to the order of herself, with interest on the sum so deposited at seven per cent., which said two certificates were afterwards and on the second day of April, 1877, paid by me—principal and interest—to Joseph Steinhart, said
certificates of deposit having been indorsed by said Henrietta
376 Steinhart in blank and I filling up said blanks by inserting the words "pay Joseph Steinhart or order" over said name of Henrietta Steinhart, said payment of said certificates being made as follows:

I paid to said Joseph Steinhart the interest, amounting to $178.50 (one hundred and seventy-eight dollars and fifty cents), and issued again to said Henrietta Steinhart t-o certificates of deposits, bearing date April 2nd, 1877, one for five thousand dollars, the other one hundred, payable to herself or order five months after date, with interest at six per cent. per annum. This is the only business transaction that I as a banker or otherwise had with said Joseph Steinhart so far as I can now remember and see from writing of certificates by me.

4th. To the fourth interrogatory he says: This interrogatory I have fully answered in my answer to the third interrogatory herein.

5th. To the fifth interrogatory he says: I am acquainted with Isaac Lesem, of Quincy, Illinois. His business is that of *a* wholesale dry goods & notion-. His general standing and character where he lives is good.

377 6th. To the sixth interrogatory he says: I was acquainted with Henrietta Steinhart, wife of Joseph Steinhart, and my recollection now is that I heard of Mr. Steinhart's death. She dide deposit money in my bank at a time when I was conducting the banking business under the name of Henry F. J. Ricker.

7th. To the seventh interrogatory he says: The first deposit she made in my bank was on October 2nd, 1876, when she deposited two sums—one for five thousand dollars, the other for one hundred dollars—for which I executed to her two certificates of deposits, one for each sum of said sums, payable in six months after date to her or her order, with interest thereon at seven per cent., being the same certificates of deposit spoken of by me in answer to third interrogatory; the interest on which certificates of deposit I paid to her husband, Joseph Steinhart, on the second day of April, 1877, and for the principals of said certificates I issued to her two certificates of deposit, one for the sum of five thousand dollars and one for the sum of one hundred dollars, each bearing date April 2nd, 1877, and pay-
378 able to her or her order five months after date, with interest thereon at six per cent. per annum; which said certificates, principal and interest, I paid to her on the 28th day of August, 1877. Then again, on May 6th, 1878, the said Henrietta Steinhart deposited in my bank the sum of $4,700 *dollars* (forty-seven hundred) to which I executed to her a certificate of deposit of that date, payable to her or her order three months after date, with interest thereon at six per cent. per annum; which said last-mentioned certificate, principal and interest, I paid her on the 6th day of August, 1878. These are the only business transactions that I had with said Henrietta Steinhart, and these are the only monies deposited by said Henrietta Steinhart in my bank of which I have any recollection now.

8th. To the eighth interrogatory he says: I know of nothing material to the issues between the above-named parties than I have already stated.

Cross-examination:

1st. To the first cross-interrogatory he says: My acquaintance with said Joseph Steinhart was slight and not sufficient to
379 enable me to know much concerning his financial conditions. I had no personal knowledge as to how much he was worth over and above his liabilities. I never gave any thought to this matter nor did I make any investigation as to how much he was worth. I had no occasion to do so.

2nd. To the second cross-interrogatory he says: My only acquaintance with him, as I now remember, was in connection with the business transactions I have spoken of in my direct examination. I did not know his occupation; do not know whether he owned any property in Quincy. I had no means of knowing how much he was worth over and above his liabilities—over and above *the* that which I had concerning the affairs of any other individuals. I heard that he died; it has been some years ago; I do not remem-

ber the day or the year. I do not know of his leaving property in Quincy or elsewhere. I have no knowledge on that subject.

3rd. To the third cross-interrogatory he says: I herewith attach to this my deposition a copy of each of the certificates of de-
380 posit concerning which I have testified in my direct examination, and I mark them respectively Exhibits 1, 2, 3, 4, and 5. These certificates or the copies of them show my entire business transactions with said Joseph Steinhart and his wife, so far as I have any recollection on the subject. I do know that he owned the monies represented by said certificates or deposit or who owned them, but my belief is that they belonged to his wife; of course I know, as a matter of fact, that depositors frequently deposit other people's money in banks and check them out afterwards:

EXHIBIT 1.

Henry F. J. Ricker, banker.

$100.00. QUINCY, ILL., *April 2nd*, 1877.

Henrietta Steinhart has deposited in th-s bank one hundred dollars in currency, payab-e five months after date to herself or order on the return of this certificate, at six per cent. interest per annum, but no interest will be paid after said five months.

No. 5440.
7209.* HENRY F. J. RICKER.
—— ——, *Teller.*

[Written across the face:] Duplicate copy.
[Written on the margin:] Deposit interest certificate.
[Written in a circle on the face:] Paid. Quincy, Ill., Aug. 28, 1877. Henry F. J. Ricker.

381 EXHIBIT 2ND.

Henry F. J. Ricker, banker.

$5,000.00. QUINCY, ILL., *April 2d*, 1877.

Henrietta Steinhart has deposited in this bank five thousand dollars in currency, payable in five month- after date to herself or order on the return of this certificate, at 6 per cent. interest per annum, but no interest will be paid after said term of five months.

No. 5470.
7212.* HENRY F. J. RICKER.
—— ——, *Teller.*

[Written across the face:] Duplicate copy.
[Written on the margin:] Deposit interest certificate.
[Written in a circle on the face:] Paid. Quincy, Ill., Aug. 28, 1877. Henry F. J. Ricker.

* Erased in copy.

EXHIBIT 3D.

Henry F. J. Ricker, banker.

$5,000.00. QUINCY, ILL., *October 2nd*, 1876.

Henrietta Steinhart has deposited in this bank five thousand dollars in currency, payable six months after date to herself or order on the return of this certificate, at seven per cent. interest per annum, but no interest will be paid after said terms of six months.

No. 5765. HENRY F. J. RICKER,
7210.* Per G. G. ARENDS, *Teller.*

[Written across the face:] Duplicate copy.
[Written on the margin:] Deposit interest certificate.
[Written in a circle on the face:] Paid. Quincy, Ill., Aug. 28, 1877. Henry F. J. Ricker.

382 EXHIBIT 4TH.

Henry F. J. Ricker, banker.

$100.00. QUINCY, ILL., *October 2nd*, 1876.

Henrietta Steinhart has deposited in this bank one hundred dollars in currency, payable in six month- after date to herself or order on the return of this certificate, at seven per cent. interest per annum, but no interest will be paid after said term of six months.

5266. HENRY F. J. RICKER.
7213.* —— ——, *Teller.*

[Written across the face:] Duplicate copy.
[Written on the margin:] Deposit interest certificate.
[Written in a circle on the face:] Paid. Quincy, Ill., Apr. 2, 1877. Henry F. J. Ricker.

Henry F. J. Ricker, banker.

$4,700.00. QUINCY, ILL., *May 6th*, 1878.

Henrietta Steinhart has deposited in this bank forty-seven hundred dollars in currency, payable three months after date to herself or order on the return of this certificate, at six per cent. interest per annum, but no interest will be paid after said term of three months.

5839. HENRY F. J. RICKER.
7314.* —— ——, *Teller.*

[Written across the face:] Duplicate copy.
[Written on the margin:] Deposit interest duplicate.
[Written in a circle on the face:] Paid. Quincy, Ill., Aug. 6, 1878. Henry F. J. Ricker.

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* Erased in copy.

383 4th. To the fourth cross-interrogatory he says: I am not sure, but to the best of my recollection Mr. Isaac Lesem, of Quincy, introduced me to Mrs. Henrietta Steinhart, and I became acquainted with her about the time of her making deposits in my bank, spoken of by me in my direct examination. My acquaintance with her was but slight, and I had no knowledge of her worth except as the business transactions between her and I, testified to her by me, indicated her worth. I have no knowledge of how much money was bequeathed to her on the death of her husband; do not know anything about that subject, nor do I know how much she was worth over and above her liabilities.

5th. To the fifth cross-interrogatory he says: I have already in my answer to the third cross-interrogatory given copies of the deposit made by Henrietta Steinhart and to which I respectfully refer in my answer to this interrogatory, that being the only business transaction and the only depositing of money with me that I now have any recollection of, and I do not know who owned the monies so deposited in her name except as the transaction itself shows. I

384 do not have in my possession any letters written by her from Louisiana inclosing deposits to be made in my bank in her name, or any letters referring to any deposits or business transactions in her name. This last part of my answer is according to the best of my recollection. Having been engaged and connected with banking business for the greater part of my life, it would be utterly impossible to go through the files of letters received by me as a banker to ascertain whether I had any letters from her or not. My recollection is that the business transactions she had with me, so far as they related, excepting the payment of the interest on the first two certificates issued to her and the issuing of the third and fourth certificates for the principal of the first and said certificates was done by her in person. The interest for the first and second certificates and the renewal of the same into the third and fourth certificates was done by her husband, Joseph Steinhart. I have no recollection of Simon Cohn ever writing a letter to me or the bank with which I am connected with reference to any deposits made by Henrietta Steinhart in her name.

385 6th. To the sixth cross-interrogatory he says: Neither Simon Cohn nor his wife, Fannie Cohn, to my recollection, ever made a deposit in my bank or in the bank with which I was connected; I have no knowledge of the business affairs of said Simon Cohn while he resided in Quincy, if he did, or subsequently. The fact is I am unable, from my recollection, to recall any such person, although he may have been engaged in business in this city for a number of years. I do not remember him; therefore I do not know in what bank he transacted his business or what he was estimated to be worth while he was in this city, if here.

7th. To the seventh cross-interrogatory he says: I presume that Isaac Lesem or one of the older resident-among the Israelites would know as to the worth of said Joseph Steinhart and what his occupation was before he died.

8th. To the eighth cross-interrogatory he says: Inasmuch as I

did not state anything in answer to the eighth general interrogatory-in-chief that I had not already answered before, I have no answer to make to this.

9th. To the ninth cross-interrogatory he says: I have not been written to by Simon Cohn or any one else respecting my tes-
386 timony in this case; the only person I have been requested to give testimony in this case is the commissioner and notary public, William H. Govert, before whom this deposition is taken. He requested me to attend before him in taking of same. I have never imparted the substance of the evidence given by me in either direct or cross examination to any one. About a month ago an attorney called from St. Louis, Mo.—called at the Ricker National bank with which I am now connected as cashier, and asked the privilege of investigating the books of the bank conducted by me in former years as banker, and I permitted him access to the books I kept in the banking business individually, and with assistance of one of our book-keepers he obtained the same information that I have now given except one of said certificates. For whom said attorney acted I do not know, but think he was against Cohn. Further than this no one has been placed in possession of the facts here testified by me or any one else connected with the bank I am now cashier of except some of my clerks in the bank.

HENRY H. J. RICKER.

Subscribed and sworn to by me this 8th day of June, year A. D. 1887.

[SEAL.]

387 W. H. GOVERT,
Notary Public in and for the County of Adams and State of Illinois.

I, William H. Govert, the undersigned notary public in and for the county of Adams and the State of Illinois, do certify that I caused H. F. J. Ricker to appear before me at the time and place above named and after publicly and solemnly swearing him to tell the truth, the whole truth, and nothing but the truth in answer to the annexed and cross-interrogatories I then and there proceeded to examine him by propounding to him the direct and cross interrogatories and causing to be reduced to writing by Sophia Dudesheimer, my clerk, in my presence and that of the witness, his answers thereto, and caused him to sign his deposition in my presence, as already stated.

[SEAL.] In testimony whereof I have hereunto set my hand and seal on this 8th day of June, A. D. 1887.

WM. H. GOVERT,
Notary Public in and for the County of Adams, in the State of Illinois.

The fees and charges for executing this deposition and for taking this deposition are as follows :

388 Witness fee paid H. F. J. Ricker $2 10
Fee to notary public 5 00

Total $7 10

Endorsed: No. 111. Deposition of H. F. J. Ricker, def't. Received in office, opened, and filed June 14th, 1887. J. B. Beattie, d'y cl'k.

Deposition of Wm. H. Thomson & E. A. Meysenburg & W. A. Clendennin.

United States Circuit Court, 5th Circuit, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases in equity.

Interrogatories propounded on behalf of Mrs. Henrietta Steinhart, one of the defendants in above entitled and numbered cases, to Wm. H. L. Thomson, W. A. Clerdenir, Emile A. Meysenburg, all of St. Louis, Mo.

Interrogatories Propounded to W. H. Thomson and E. A. Meysenburg.

Intg. 1st. State respectively your occupations.

Intg. 2nd. In answer to interrogatories propounded to you by the complainants herein you stated and testified before C. D. Green, not. pub., on the fifth of Aug., 1887, that neither Joseph
389 nor Henrietta Steinhart had ever had any money on deposit or were creditors of the Boatman's Saving-Bank of St. Louis. The interrogatories which you answered made inquiry in regard to Joseph and Henrietta Steinhart; please annex in your system of deposits and state — or not Joseph or Henrietta Steinhardt or Steinhart did not deposit or cause to be deposited in the Boatman's Saving-Bank of St. Louis during the month of August, 1877, the sum of five thousand dollars, for which your bank issued certificate of deposit.

Intg. 3rd. State whether or not under previous interrogatories you examined the books of the bank with reference to the name of Steinhardt or Steinhart. If yea, were you correct in your statement that there had been no deposit to the credit of Mrs. Henrietta Steinhardt.

Intg. 4th. Do you know *are* can you state any other matter or thing that may be of advantage or benefit to the parties at issue in this cause or to either of them or that may be material to the sub-

ject of this your examination or the matter in question in this *course?* If yea, set forth the same fully and at larege in your answers.

Interrogatories to W. A. Clendenen.

390 Intg. 1st. Please state your name and vocation.

Intg. 2nd. If you have said that you are assistant cashier of the Boatman's Saving- Bank of St. Louis, please examine the books of the bank for the year 1877 and state whether or not a deposit was made therein for account and credit of Mrs. Henrietta Steinhardt or Steinhart.

Intg. 3d. If yea, state the amount and date of deposit.

Intg. 4th. Do you know or can you state any other matter or thing which may be of advantage or benefit to the parties to this cause or either of them or that may be material to the subject of this your examination or the matter in question in the cause? If yea, set forth the same fully and at large in your *question.*

C. J. & J. S. BOATNER, *Solicitors.*

Cross-Interrogatories.

1st X Intg. Did either Joseph Steinhardt or Henrietta Steinhardt ever have money deposit- in Boatman's Saving- Bank of St. Louis?

2nd X Intg. If so, when, what amount, who deposited this money, when was it drawn out, and by whom?

3rd X Intg. Are you acqu-inted with Henrietta Stein-
391 hardt or Joseph Steinhardt? What was their business or occupation, and where did they reside when you knew them?

W. G. WYLY &
JNO. T. LUDELING.

A true copy.
Attest: J. B. BEATTIE, *D'y Clk.*

Circuit Court of the United States of America, Fifth Circuit and Western District of Louisiana, Holding Session in the City of Monroe, Louisiana.

To Chas. D. Green, Esqr., notary public, St. Louis, Missouri:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Wm. H. Thomson, W. A. Clendenin, and Emile A. Meysenburg, all of St. Louis, Missouri, and them duly examine on the annexed interrogatories and cross-interrogatories on oath touching and concerning matters and things in a case now pending in the said court, wherein Mississippi Mills and Wood and Lee are plaintiffs and Mrs. Fannie Cohn *et als.* and
392 Simon Cohn *et als.* are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before June 23rd,

1888, to be read as evidence on the trial of said cause, and send also this writ.

Witness the Honourable Samuel F. Miller, acting Chief Justice of the Supreme Court of the United States, at the city of Monroe, La., this 12th day of June, in the year our Lord 1888, and of the Independence of the United States of America 112th.

J. B. BEATTIE, *D'y Cl'k.*

[Endorsed:] U. S. court. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* No. 90 & 111. Commission.

In the Circuit Court of the — States for the Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Consolidated cause in equity.

393 Depositions of the witnesses produced, sworn, and examined on the days hereinafter stated at the office of Chas. D. Green, Jr., No. 311 Olive street, in the city of St. Louis and State of Missouri, under and by virtue of the annexed commission issued out of the United States circuit court, 5th circuit, western district of Louisiana, holding its session in the city of Munroe, Louisiana, to take depositions in a certain consolidated cause in equity pending and at issue between Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* and Wood & Lee *vs.* Simon Cohn *et al.* in behalf of Mrs. Henrietta Steinhardt, one of the defendents.

WILLIAM H. THOMSON, who, being first duly sworn on this twenty-second day of June, in the year our Lord 1888, doth depose and say as *possible:*

1st. — the first interrogatory he saith: I am the cashier of the Boatman saving- bank and have been for seventeen years.

2nd. To second interrogatory he saith: I have re-examined the records of this bank and find that "Henrietta Steinhart"
394 did, on the thirty-first day of August, 1887, deposit with this bank five thousand dollars, and we issued to her orders our certificate of deposit No. 18542 for $500.00, payable eight (8) months after date, with interest at the rate of five per cent. (5%) per annum.

3rd. To the third interrogatory he saith: The answers made by me at my former examination were based upon the examination of the books as then requested and were correct, as I believe. If I

stated that there had been no deposit to the credit of Henrietta Steinhart it was, of course, a mistake, and I correct it by repeating, as I have already stated in my answer to the first interrogatory herein, that a certain certificate of deposit for $5,000.00 was issued to Henrietta Steinhart, bearing 5% interest, on August 31st, 1877.

4th. To the fourth interrogatory he saith: I do not know of anything else of material importance to either of the parties herein except the said certificate No. 18542 of Boatman's saving- bank for $500.00, dated Aug. 31, 1877, and payable to the order of Henrietta Steinhart, was sent to us for collection by the banking-house of Henry F. J. Ricker, of Quincy, Illinois, in their letter of
395 April 29, 1878, and on the 30th day of April, 1878, we paid the same by passing to the credit of said Ricker $500.00 principal and $166.67 interest on the same, in all $5,166.67; and the said certificate is now in possession of this bank, stamped "Paid," and bears the following endorsements: "Henrietta Steinhart," "S. J. Lessem, Bro. & Co.," and "Pay to the order of W. H. Thomson, cashier, for collection on account of Henry F. J. Ricker, Quincy, Ills.; Henry F. J. Ricker."

Cross-examination:

X 1st. To the first cross-interrogatory he saith: I do not know either Joseph Steinhardt or Henrietta Steinhardt. I cannot find that either of them deposited with the Boatman's saving- bank.

X 2nd. To the second cross-interrogatory he saith: I have answered that I can find no record of any such deposit.

X 3d. To the third cross-interrogatory he saith: I am not acquainted with either Henrietta or Joseph Steinhardt. Henriette Steinhart, who is possibly one of the persons referred to, stands in our books as a resident of Lake Providence, La., and a relative of Jos. Weil, of Jos. Weil & Bro, 5th street (meaning St. Louis).

W. H. THOMSON.

396 Sworn to and subscribed before me this twenty-second day of June, in the year 1888. Witness my hand and official seal.

C. D. GREENE, JR.,
[SEAL.] *Notary Public.*

E. A. MEYSENBURG, who, being first duly sworn on this twenty-second day of June, in the year of our Lord 1888, doth depose and say as follows:

1st. To the first interrogatory he saith: I am, and for the last four years have been, the third teller of Boatman's saving- bank, St. Louis, Missouri.

2nd. To the second interrogatory he saith: I have made another examination of the books of this bank and find that on the 31st day of August, 1877, there was a deposit made of five thousand dollars, for which our certificate of deposit No. 18542 was issued to Henriette Steinhart, payable in eight months after date, with interest at the rate of five per cent. per annum.

3rd. To third interrogatory he saith: I think of nothing further to add, except I compared, I will say, the original certificate
397 of deposit before referred to with description of it by Mr. Thomson in his proceeding deposition and find that said discription is correct as to dates of issue and payment and as to the endorsement thereon.

Cross-examination:

X 1st. To first cross-interrogatory he saith: I have seen no evidence that either Joseph Steinhardt or Henrietta Steinhardt ever had any money on deposit in the Boatman's saving-bank. I have asked the notary to underscore the two letters in the name as stated in the question, which cause a deviation in the name of the lady in whose name the deposit was made, as stated by me in my direct examination.

X 2nd. To the second cross-interrogatory he saith: I am not acquainted with either Henrietta or Joseph Steinhardt nor their business, occupation, nor residence. Henriette Steinhart was introduced to us at the time of the deposit before referred to as being a resident of Lake Providence and a relative of Joseph Weil, an old resident of St. Louis.

E. A. MEYSENBURG.

Sworn to and subscribed before me this twenty-second day
398 of June, in the year 1888.
Witness my hand and official seal.
[SEAL.] C. D. GREENE, JR.

W. A. CLENDENIN, who, being first duly sworn on this twenty-second day of June, in the year of our Lord 1888, doth depose and say as follows:

1st. To the first interrogatory he saith: My name is William A. Clendenin. My avocation is assistant cashier and note & discount clerk of the Boatman Saving-Bank of St. Louis, Missouri.

2nd. To the second interrogatory he saith: I have examined the books of said bank for the year 1877, and — that a deposit was made in the name of Henriette Steinhart—not Henrietta Steinhardt.

3rd. To third interrogatory he saith: The amount of said deposit as above described was five thousand dollars, being in the shape of a certificate, which was issued by said bank under date of August 31st, 1877, No. 18542, payable eight months after date, with interest at the rate of five per cent. per annum.

399 4th. To the fourth interrogatory he saith: I have the original certificate of the deposit as above described now before me. It bears date August 31st, 1877; is our serial number 18542; is for $5,000.00; is issued in the name of Henriette Steinhart; is payable eight months after date, with interest at 5 % per annum, and bears the following endorsement: "Henriette Steinhart," "S. J. Lesem, Bro. & Co.," and "Pay to the order of W. H.

Thomson, cashier, for collection of Henry F. J. Ricker, Quincy, Ills. Henry F. J. Ricker." It is stamped "Paid" on its face. It was received by us from Henry F. J. Ricker in his letter of April 29th, 1878, on the following day, and on said day, to wit, April 30th, 1878, was paid by passing to the credit of said Ricker $5,166.67, principal and interest in full.

Cross-examination:

1st X. To the first cross-interrogatory he saith: I find no evidence in the books of this bank that either Joseph Steinhardt or Henrietta Steinhardt ever had any money or deposit in this bank.

X 2nd. To second cross-interrogatory he saith: I have — answer that I find no evidence of any such deposit.

400 X 3rd. To third cross-interrogatory he saith: I am not acqu-inted with either Joseph or Henrietta Steinhardt nor with their business nor occupation nor their residence.

W. A. CENDENNIN.

Sworn to and subscribed before me this twenty-second day of June, in the year 1888.

Witness my hand and official seal.

[SEAL.] C. D. GREENE, JR.,
Notary Public.

I, Charles D. Greene, Jr., the undersigned, notary public within and for the city of St. Louis and State of Missouri, do certify that I caused William H. Thompson, E. A. Meysenburg, and William A. Clenendin, witnesses hereinbefore named and examined, to appear before me at the time and place above named, and after publicly and solemnly swearing each seperately to tell the truth, the whole truth, and nothing but the truth in answer to the annexed direct and cross interrogatories I then and there proceeded to examine each seperately by propounding to him the said direct and cross interrogatories and reducing in my presence and that of the

401 witness his answers thereto in writing with my own hands. I then caused each witness to sign his deposition in my presence, as already stated.

Witness my hand and official seal this twenty-second day of June, in the year 1888.

[SEAL.] C. D. GREENE,
Notary Public.

U. S. Circuit Court, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE.
vs.
SIMON COHN *et al.* } No. 111.

Deposition of Wm. H. Thomson, E. A. Meysenburg, and W. A. Clandenin for Henrietta Steinhart, a defendant. Received in office, opened, and filed July 20, 1888.

J. B. BEATTIE, *D'y Cl'k.*

Fees, $1.50, paid by d'y cl'k.

402 *Deposition of H. F. J. Ricker.*

United States Circuit Court, 5th Circuit, Western District of Louisiana. In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases.

Interrogatories propounded to H. J. F. Ricker, a witness on behalf of complainants, residing in Quincy, Illinois.

Intg. 1st. What is your place of residence and occupation.

2nd Intg. Do you know or have you any knowledge concerning the books or affairs of "Ricker's bank"? If so, in what capacity have you acquired such knowledge? Have you any official connection with said bank? If so, what?

3rd Intg. If you state you are an employee, clerk, cashier, or president of said bank, will you state how long you have been in the position you now hold, and will you state whether or not you are familiar with the books and business of said bank?

Intg. 4th. Will you examine the books of said bank as far back as 1873 and state whether Joseph Steinhardt ever had an account in said bank, was ever depositor or creditor of said bank?

403 If yea, state what amount, if any, was owing by said bank to Joseph Steinhardt and how and when the same was drawn out.

Intg. 5th. Did Joseph Steinhardt have five thousand dollars or any other sum or deposit in said bank?

Intg. 6th. Has Henrietta Steinhardt had any account or certificate of deposit or other business transactions with said bank since the 1st of January, 1879?

Intg. 7th. Did you ever know Joseph Steinhardt or his wife, Henrietta Steinhardt?

Intg. 8th. Do you know or can you state any other matter or thing material to the issues involved in this case or which may be of advantage to either of the litigants? If yea, state them fully and at large in your answers.

W. G. WYLY &
JNO. T. LUDLING,
Solicitors for Complainants.

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

404 Circuit Court of the United States for the Fifth Judicial Circuit, Holding Sessions in the City of Monroe, La., in and for the Western District of Louisiana.

To A. W. Wells, Esqr., not. pub., Quincy, Ills.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you H. J. F. Ricker, of Quincy, Ills., and him duly examine on the annexed interrogatories and cross-interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein Mississippi Mills & Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et als.* and Simon Cohn *et als.* are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before Sept. 1st, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of [SEAL.] Monroe, La., this 9th day of August, anno Domini 1887, and the 112th year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. Nos. 90 & 111. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* Commission. In equity.

405 *Deposition.*

I, A. W. Wells, notary public in and for the county of Adams and State of Illinois, residing in the city of Quincy, county and State aforesaid, do hereby certify that I, on this fifteenth day of August,

A. D. 1887, at my office, at number 17 Old North Fifth street, in said city, proceeded to examine H. F. J. Ricker, a resident of the said city and a witness of lawful age produced, sworn, and examined by me as witness, on his corporal oath, on the part of the complainants in the suit now pending and undetermined in the circuit court of the United States for the 5th circuit and western district of Louisiana, wherein Mississippi Mills is complainant and Mrs. Fannie Cohn and others are defendants, and wherein Wood & Lee are complainants and Simon Cohn and others are defendants (consolidated cases), being general number- 90 and 111, the same being an action on the equity side of said court, in accordance with commission hereto attached, and at the time and place in said commission specified the said H. F. J. Ricker, being first carefully cautioned, examined, and duly sworn by me as a witness in the
406 said case previous to the commencement of his examination to testify the truth, the whole truth, and nothing but the truth, as well on the part of the plaintiff- as the defendant-, in relation to the matter in controversy in said suit, so far as he should be interrogated thereto, testified and deposed in answers to interrogatories as follows, to wit:

Intg. 1st. What is your age, place of residence, and occupation?

Ans. 1st. Henry F. J. Ricker; age, 64, and occupation, banker.

Intg. 2nd. Do you know or have you knowledge concerning the books or affairs of "Ricker's bank;" if so, in what capacity have you acquired such knowledge? Have you any official connection with said bank; if so, what?

Answer 2nd. Yes; about the year 1862 I opened a bank here in Quincy, of which I was sole proprietor and owner, and I continued the business as such owner until the year 1881, when I organized my bank into a national bank. My private bank was commonly called "Ricker's bank," and I had full knowledge and charge of its business, books, and affairs, being the sole owner and proprietor, as above stated. I now hold and have held the position of cashier in the national bank above referred to, which is called "the Ricker National Bank of Quincy."

407 Intg. 3rd. If you state you are an employee, clerk, cashier, or president of said bank, will you state how long you have been in the position you now hold, and will you state whether or not you are familiar with the books and business of said bank?

Answer 3rd. I am familiar with the books and business with what was known as "Ricker's bank," and I am also familiar with the books and business of said national bank. As I have related in my last answer, I was sole proprietor of "Ricker's bank" from the year 1862 until and continually to the year 1881, and since then have been cashier in the Ricker's National bank.

Intg. 4th. Will you examine the books of said bank as far back as 1873 and state whether Joseph Steinhardt ever had an account in said bank, was ever depositor or creditor of said bank? If yea, state what amount, if any, was owing by said bank to Joseph Steinhardt, and how and when the same was drawn out.

Answer 4th. Yes; and I have done so with my clerks. I
408 find that Joseph Steinhardt never was a depositor or creditor and never had an account in said "Ricker's bank" or said national bank.

Intg. 5th. Did Joseph Steinhardt have five thousand dollars or any other sum on deposit in said bank?

Answer 5th. No.

Intg. 6th. Has Henrietta Steinhardt had any account or certificate of deposit or other business transactions with said bank since the first of January, 1879?

Answer 5th. No.

Intg. 7th. Did you ever know Joseph Steinhardt or his wife, Henrietta Steinhardt?

Answer 7th. Yes; I knew them both.

Intg. 8th. Do you know or can you state any other matter or thing material to the issue involved in this case which may be of advantage to either of the litigants? If yea, state them fully and at large in your answers.

Answer 7th. I do not.

HENRY F. J. RICKER.

Subscribed and sworn to before me by the said Henry F. J. Ricker this 15th day of August, A. D. 1887.

A. W. WELLS,
[SEAL.] *Notary Public.*

409 I, A. W. Wells, a notary public in and for the county of Adams and State of Illinois, residing in the city of Quincy, said county, do hereby certify that previous to the commencement of the examination of the said Henry F. J. Ricker as a witness on the part of the complainants in a certain suit wherein Mississippi Mills is complainant and Mrs. Fannie Cohn and others are defendants, and wherein Wood & Lee are complainants and Simon Cohn and others are defendants, consolidated cases, in the circuit court of the United States for the western district of Louisiana and in the fifth circuit thereof, being general numbers 90 and 111, the same being an action on the equity side of said court, he was carefully cautioned and duly sworn by me to testify to the whole truth in relation to the matters in controversy between said parties in said court as far as he should be interrogated concerning the same; that the deposition was taken in my office, at number 17 (old No.) North Fifth street, in said city of Quincy, Adams county, State of Illinois, on the fifteenth day of August, A. D. 1887, in accordance with said commission, hereto annexed, the oath being by me admin-
410 istered to said witness at the place and on the day and year aforesaid; that said deposition was reduced by me to writ-
[SEAL.] ing in the presence of said witness, and after said deposition was taken by me as aforesaid the interrogatories and answers thereto, as written down by me, were then and there read over to said witness by me, and that thereupon the same was signed and sworn to by the said deponent at my said office before me, and

that I am not of counsel or attorney for either of the parties to said suit, nor am I interested in the event thereof.

Witness my hand and notarial seal this fifteenth day of August, A. D. 1887.

[SEAL.] A. W. WELLS,
Notary Public.

Notar*ie*'s fees and *expend* in this matter, $5.50, paid by said Wood & Lee.

STATE OF ILLINOIS, } ss:
Adams County, }

I, Willis Haselwood, clerk of the county court within said county and State (the same being a court of record, having a clerk and seal), do hereby certify that it appears of record in my office that A. W. Wells, Esqr., whose name appe-rs subscribed to the
411 foregoing certificate, was on the day of the date thereof an acting notary public in and for said county, duly appointed *duly appointed* and commissioned by the gove-nor of the State of Illinois as such on the 28 day of Feb'y, 1885, for the term of four years from the date of said commission, and duly authorized by the laws of the State of Illinois to take and certify acknowledgements of deeds and other instruments and to administer oaths, and that all his official acts under said commission are entitled to full
[SEAL.] faith and credit, and that said certificate is in due form, according to the laws of the State of Illinois. I further certify that I am acquainted with the handwriting of said A. W. Wells and believe the foregoing signature purporting to be his to be genuine. In testimony whereof I have hereunto set my hand and affixed the seal of the court, at my office, in Quincy, on this 18th day of August, A. D. 1887.

WILLIS HASELWOOD.

(Endorsed:) Deposition on notice. Circuit court of the United States, western district of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* and Wood & Lee *v.* Simon Cohn *et al.*, consolidated. Received in office, opened, and filed August 20th, 1887. J. B. Beattie, d'y cl'k.

412 *Deposition of Wash. Stewart.*

U. S. *States* Court, Western District of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.*

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.*

} Consolidate- Cases.

Interrogatories to be propounded to Wash. Stewart, a competent witness, whose answers will be read on trial hereof on behalf of complainants.

Intg. 1st. What is your age, occupation, and place of residence?

Intg. 2nd. Are you acquainted with Simon Cohn, Manfred Meyer, John L. Martin, Fanny Cohn, and Henrietta Steinhardt or either of them?

Intg. 3rd. Did you ever reside in Lake Providence? If so, during what period, and what occupation did you pursue while residing in Lake Providence?

Intg. 4th. If you say you pursued the occupation of drayman, for whom were you principally employed to dray goods?

Intg. 5th. If you say you were employed as drayman to dray goods for Simon Cohn, how long did you act in that capacity? During what years were you his drayman? If you say you
413 were also drayman for Manfred Meyer, state during what year you drayed goods for him. If you say you were also drayman for John L. Martin, state during what years you drayed good- for him.

Intg. 6th. Do you remember about what time Manfred Meyer opened store in Lake Providence? How long was it before the failure of Simon Cohn?

Intg. 7th. From whom did Manfred Meyer get the good- or part of the goods with which he opened the store? Were they shipped to him, care of the wharf-boat, or did he get them or part of them from some other merchant in Lake Providence; and, if so, by whom?

Intg. 8th. Did he get any of the goods from Simon Cohn, or were any of the goods taken to Manfred Meyer's store from Simon Cohn's store, or were any of the goods of Simon Cohn on the wharf-boat hauled to the Manfred Meyer store; and, if so, by whom?

Intg. 9th. Did you or not dray goods from Simon Cohn's store to Manfred Meyer's store at any time? If yea, how often and about what time? Was it in the daytime or at the night-time or both? How long was it before the failure of Simon Cohn? Was it
414 before or after his store was attached?

Intg. 10th. Did you dray any of Simon Cohn's goods from the wharf-boat to Manfred Meyer's store? If so, was it before or

after the failure of Simon Cohn? I- so, about how many dray-loads did you haul, and was it in the daytime or the night-time or both?

Intg. 11th. Did Simon Cohn ever ask you or direct you to haul any good- to Manfred Meyer's store? Did he ever pay you to haul any goods or furniture to Manfred Meyer's store? Did you ever see any goods that once belonged to Simon Cohn in Manfred Meyer's store on Lake street?

Intg. 12th. Did you ever see any boxes in Manfred Meyer's store or the back yard thereof, with Simon Cohn's mark or name on those boxes? If so, about how many boxes did you notice which had Simon Cohn's mark or name on them?

Intg. 13th. A witness has stated that about midnight a dray-load of goods were hauled on the street in front of John O'Brien's
415 house and taken to Manfred Meyer's store; that they came from the direction of Simon Cohn's store; that this was a short while before Cohn's failure. Have you any knowledge on the subject? Do you know anything about any goods having been hauled to Manfred Meyer's store in the night-time? If yea, how often were dray-loads hauled in the night-time and how long was it before the failure of Simon Cohn? State all you know about it and especially whether the goods were hauled in the night-time and by whom. Did John L. Martin have a hand in the movement of the goods from Cohn's to Meyer's store or did he know anything about it?

Intg. 14. If you say you drayed goods for John L. Martin and Manfred Meyer as well as Simon Cohn, will you state at what landing all these parties received their goods? Did they receive their goods from Purdy's wharf-boat or some other landing at Lake Providence?

Intg. 15th. Were you not the principal drayman for Manfred Meyer while he kept store in Lake Providence? Did he or
416 not ever order you to bring goods to his store from Simon Cohn's store or to bring to his store goods which had been shipped to Simon Cohn from the wharf-boat?

Intg. 16th. Were you not the principal drayman of John L. Martin when he kept store on Black Bayou? Did he not ever get goods from Simon Cohn's store or from the wharf-boat which came consigned to Simon Cohn? Did he ever get goods from Manfred Meyer?

Intg. 17th. Did Simon Cohn ever order any goods to be sent from Manfred Meyer'- store to John L. Martin's store?

Intg. 18th. Did Simon Cohn ever pay you for hauling goods to Manfred Meyer's store or John L. Martin's store or both?

Intg. 19th. Did or not Simon Cohn take part in the business affairs of Manfred Meyer's store? Did he assume to give orders or control the store in any way? State what you know about this.

Intg. 20th. Did or not Simon Cohn a short time before his failure in December, 1880, ship a great many good- to C. L. Callman & Co., Milliken's Bend; to E. Stockner, Shiloh Landing, Miss.; to D.
417 Morris, Hard Times Landing, or elsewhere? State what you may know *may* about this.

Intg. 21st. Did you dray any goods from Simon Cohn's store

to the wharf-boat to be shipped elsewhere a short time before the failure of Simon Cohn? If so, state how many boxes or dray-loads of goods you hauled to the wharf-boat to be shipped elsewhere. Was it a large quantity of goods or only a few boxes.

Intg. 22nd. If you say that you drayed goods from Simon Cohn's store to the wharf-boat to be shipped elsewhere, do you remember the mark on the boxes or names of the parties to whom Simon Cohn was shipping the goods? State all you know about this.

Intg. 23rd. Who was the drayman of Mrs. Henrietta Steinhart after she bought out Manfred Meyer's store, and what storehouse was he occupying when he sold out? If you say you were the drayman of Mrs. Henrietta Steinhart, who managed the business of the store, hired you to do the draying, and paid you for it? Who seemed to boss the store after it was put in the name of Mrs.
418 Henrietta Steinhart?

Intg. 24th. If you say that Simon Cohn run the store or bossed after it was put in the name of Mrs. Steinhart, will you state whether or not he acted as though he was owner? Did he or not hire you and pay you as drayman and otherwise transact business apparently for himself?

Intg. 25th. Did Simon Cohn ever take part in the business of the store in the name of Manfred Meyer on Lake street? Was he seen much in that store and did he act as though he was interested in it?

Intg. 26th. Did he take charge or manage business in the store after Manfred Meyer moved it to the brick building formerly occupied by Simon Cohn? Was he often seen in that store managing the business?

Intg. 27th. Did or not Simon Cohn manifest as much interest in the store of Manfred Meyer after it was moved to the brick store as he had done formerly when he had owned the store?

Intg. 28th. After the store was put in the name of Mrs.
419 Steinhart, who run it or seemed to control its business affairs? If you say Simon Cohn did, state whether — not his control was exercised in the same way as formerly, when the store was in the name of S. Cohn.

Intg. 29th. Do you know or can you state any other matter or thing material to the issue of this case or which may be of advantage to either litigants? If so, state the same fully and at large in your answers.

W. G. WYLY, *Solicitor.*

A true copy.

[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

U. S. Circuit Court, Western District of Louisiana. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

and

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.* } No. 90.

Consolidated cases.

The defendants object to the interrogatories propounded to Wash. Stewart, a witness for the plaintiffs, upon the ground that
420 they are leading; that they seek to obtain heresay testimony an- testimony immaterial and irrelevant to the issue before the court, and that they constitute an attempt by plaintiffs to cross-examine their own witness, who is neither reluctant, hostile, or forced. Reserving these and all other objections to the testimony and to the admissibility of each question to be urged in trial, defendants propound the following cross-interrogatories to said witness:

X Intg. 1st. You are not allowed by law to state anything except from your own knowledge—that is, from that you have yourself actually seen and heard. Now, remembering this, have you stated anything in your direct examination except for what you yourself actually saw and heard from the defendants? If so, point out what you have so stated. What is it you have stated you supposed or heard from others? Where you do not know the matters or things asked of you in any question, it is your duty to answer you do not know. Now, have you done so?

421 X Intg. 2. Was not Mr. Manfred Meyer the owner and sole "boss" and manager of his store? Did he not pay you off and have full control about and around his store both in his store on Lake street and in the brick store after he opened it in his own name? He was the "boss," was he not?

X Intg. 3rd. You are asked in your examination-in-chief all about where Mr. Meyer got his goods and if he paid for them. Now, is it not a fact that you do not know anything about the matter, and if you do not know anything about them please say so, and do not tell something you do not know.

X Intg. 4th. You knew Mrs. Henrietta Steinhart when you lived in Lake Providence? It was generally known, was it not, that she was a lady of means and had plenty of money? How much money was it understood she had? She is an old and feeble lady and crippled, is she not?

X Intg. 5th. What is your present occupation? Are you a black man or white man?

J. M. KENNEDY,
Att'y for Defendants.

422 Endorsed: U. S. circuit court, western district of Louisiana. Wood & Lee *vs.*, No. 111, Simon Cohn *et al.* and Mississippi Mills *vs.* Fannie —— *et als.* Consolidated cases. X interrogatories to Was. Stewart.

Circuit Court of the United States of America, Fifth Circu-t and Western District of Louisiana, Holding Session in the City of Monroe, La.

To Wm. A. Van Bruen, U. S. com. of Indianapolis, Indiana:

Know ye that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before — Wash. Stewart, of Indianapolis, Inda., and him duly examine on the annexed interrogatories and cross-interrogatories on oath touching and concerning certain matters and things in a case now pending in the said court wherein Mississippi Mills & Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et al.* and Simon Cohn *et al.* are defendants, and the same examination so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before October 15th, 1887, to be read in evidence on the trial of said cause, and send also this writ.

423 Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of [SEAL.] Monroe, La., this 3rd day of October, in the year of our Lord 1887, and of the Independence of the United States of America 112th.

J. B. BEATTIE, *D'y Cl'k.*

Endorsed: No. 90 & 111. U. S. circuit court. Mississippi Mills and Wood and Lee *vs.* Mrs. Fannie Cohn *et als.* and Simon Cohn *et al.*

UNITED STATES OF AMERICA, }
District of Indiana. }

The President of the United States of America to the marshal of the district of Indiana, Greeting:

You are hereby commanded to summon Wash. Stewart, 40 Tubet street, citizen of and resident in the State of Indiana, if he be found in your district, to be and appear before me, William A. Van Bruen, commissioner United States for the district of Indiana aforesaid, at Indianapolis, forthwith at my office, to answer certain interrogatories and cross-interrogatories in a certain suit now pending in the United States circuit court for the district of Louisiana, in 424 which Mississippi Mill- and Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et al.* and Simon Cohn *et al.* are defendants, the power to examine him having been opened in me by a commission issued to me by J. B. Beattie, deputy clerk of said circuit court of Louisiana; hereof he not to fail under the penalty of the law thence ensuing, and have you then and there this writ.

Witness William A. Van Bruen, United States commissioner, this 6th day of October, A. D. 1887, and in the one hundred and twelfth (112th) year of the Independence of the United States of America.

WILLIAM A. VAN BRUEN,
U. S. Commissioner.

Endorsed: U. S. circuit court. No. 90 & No. 111. District of Indiana, *ss:* I served this writ by reading it to the within-named Wash. Stewart Oct. 7, 1887. Edward Hawkins, U. S. marshal, by C. H. Stein, deputy. Service, $2.00.

Deposition of Wash. Stewart, a witness produced and sworn and examined on the days hereinafter stated, at room 8, over No. 20 North Pennsylvania street, Indianapolis, Indiana, under
425 and by virtue of the annexed commission issued out of the circuit court of the United States, 5th circuit, western district of Louisiana, to take the deposition of Wash. Stewart, a witness in a certain cause pending at issue between Mississippi Mills and Wood & Lee, plaintiffs, and Mrs. Fannie Cohn *et al.* and Simon Cohn *et al.*, defendants.

WASH. STEWART, *who* being first duly — upon the Holy Evangelist- on this the 6th day of October, 1887, doth depose and say as follows:

Answer to intg. 1st. To the first interrogatory he saith: Forty-two years; whitewasher until about 3 month- ago. Since then I have been working at the Indianapolis malleable iron works. I live at No. 40 Turbit street, Indianapolis, Indiana.

Ans. to intg. 2nd. To the second interrogatory he saith: I am acquainted with all of them.

Ans. to intg. 3rd. To the third interrogatory he saith: Yes; from the time I was a boy until the 30th day of January. My occupation was driving a dray and a hack.

Ans. to intg. 4th. To the fourth interrogatory he saith: Well, my principal and biggest hauling was for Cohn and Meyer,
426 Simon Cohn and Manfred Meyer.

Ans. to intg. 5th. To the fifth interrogatory he saith: I hauled for him, Simon Cohn, 5 or 6 years; I hauled for him while the store changed hands two or three times; I hauled for him ever since they had the yellow fever until Emanuel Baker took hold of it about a year before I came away. At that time I about quit hauling except an occasion- job. I did all his hauling from the time his store burned down in the fall of 1878, I think.

I also drayed for Manfred Meyer; I couldn't say exactly the years; it was when he was keeping store by himself; I did all his draying until he and Mr. Cohn went into partnership; then I did the draying for both of them until within a year of the time I left; I never drayed any for John L. Martin; he was head clerk for Cohn.

To intg. ans. 6th. To the sixth interrogatory he saith: I can't say exactly the year he opened up; I think he was in business alto-

gether about four years; he went to New Orleans about 1884. Answer as I can come to it, it was about a year and a half before Simon Cohn's first failure.

427 Ans. to intg. 7th. To the seventh interrogatory he saith: Part of the goods were shipped in Meyer's name by the wharf-boat and some in Cohn's name. Cohn's store was nearer the wharf-boat. Cohn always gave me orders to stop at his store first. He would take off the loads what good- he wanted and would send the rest over to Meyers, whether they had his own name or Meyer's on them.

Ans. to intg. 8th. To the eighth interrogatory he saith: All the time Cohn had goods hauled to Meyers from his store. We were always fussing about the pay for hauling goods to Meyer's store. He said I was doing all the hauling and I ought not to charge him anything for hauling such a little distance. Simon Cohn instructed me to haul all the goods from the wharf-boat past his store, and some he took and some he sent to Meyers.

Ans. to intg. 9th. To the ninth interrogatory he saith: I hauled all times, day and night; often as late as nine. Every two or three days when he would get a bill of goods they always divided up. This was kept up till Cohn failed. All this was done before the store was attached.

428 Ans. to intg. 10th. To the 10th interrogatory he saith: I have answered that I took Cohn's goods from the wharf-boat to Meyer's store, and this was done before Cohn's failure. There were some twenty or thirty dray-loads. It was in day and night time, both.

Ans. to intg. 11th. To the 11th interrogatory he saith: I hauled all the goods at the direction of Simon Cohn. He always settled all the bills for the hauling to both stores for the first big lot of good-. What came from the wharf-boat in Meyer's name Meyer paid for and for the hauling between the stores. I have seen Simon Cohn's goods in Meyer's store lots of times.

Ans. to intg. 12. To the 12th interrogatory he saith: Some time Cohn would take only one or two boxes off a load which all had his name on them and send the others over to Meyers. I can't say particular how many boxes with Cohn's name on them I ever saw at Meyer's.

OCTOBER 6TH, 1887.

The further taking of this deposition is adjourned to October 7th, 1887, at 2 o'clock p. m.

WILLIAM A. VAN BRUEN,
Commissioner.

429 OCTOBER 7TH, 1887—2 o'clock p. m.

Examination continued:

Ans. to intg. 13th. To the 13th interrogatory he saith: I do not know anything about the dray-load at midnight. I know of a great many dray-loads being hauled 'twixt eight and nine at night; they were hauled up to the very last day before Cohn failed. I have told

in a previous answer about the goods being hauled in the night-time. I don't know anything about any one else hauling any goods there. He (John L. Martin) was there and oversaw the packing of goods that were sent over to Meyers. He was head clerk at Simon Cohn's.

Ans. to intg. 14th. To the 14th interrogatory he saith: They received goods at both landings, the Arlington landing and the Lake Providence landing. I hauled no goods for John L. Martin. The principal part of the goods came from Purdy's wharf-boat and some came from the Arlington landing.

Ans. to intg. 15th. To the 15th interrogatory he saith: I was the principal drayman for Manfred Meyer when he kept store in Lake Providence. He did not do any of the directing. Simon
430 Cohn always ordered me to take the goods to Meyers.

Ans. to intg. 16th. To the 16th interrogatory he saith: I never hauled any goods for John L. Martin while he kept store at Black Bayou. I do not know of Martin getting any goods from Manfred Meyer.

Ans. to intg. 17th. To the 17th interrogatory he saith: Not that I know of.

Ans. to intg. 18th. To the 18th interrogatory he saith: When the goods first came Cohn paid the bill and after that Meyer paid his own bills.

Interrogatory 20th was answered before No. 19 through my mistake in reading them to witness.—William Van Bruen, U. S. commissioner.

Ans. to intg. 20th. To the 20th interrogatory he saith: When he shipped the goods I know they went down the river, and I thought they went to Hard Times Landing, but he shipped so many I couldn't keep track of where they went. When he opened again I noticed lot of the goods coming back in the old boxes.

Ans. to intg. 19th. To the 19th interrogatory he saith: He was over there two or three times a day, and whenever the new goods would come he would be there and be talking with Meyer. He would walk around the store of Meyer, but did not seem to
431 give any orders.

Ans. to intg. 21st. To the 21st interrogatory he saith: Yes; I drayed goods there. I could not say how many boxes; not a great many boxes.

Ans. to intg. 22nd. To the 22nd interrogatory he saith: I do not remember the names or marks on the boxes.

Ans. to intg. 23rd. To the 23rd interrogatory he saith: Emanuel Baker was drayman. I quit draying at that time and drove a hack.

Ans. to intg. 24th. To the 24th interrogatory he saith: I had quit draying before that time.

Ans. to intg. 25th. To the 25th interrogatory he saith: Simon Cohn was in the store two or three times a day and acted very much as if he was interested in it.

Ans. to intg. 26th. To the 26th interrogatory he saith: Yes, sir; they were just the same as two brothers.

Ans. to intg. 27th. To the 27th interrogatory he saith: There wasn't much difference.

Ans. to intg. 28th. To the 28th interrogatory he saith: Cohn was then just the same; Fisher was head clerk at that time.

Ans. to intg. 29th. To the 29th interrogatory he saith: I don't know anything further than I have stated.

432 *Answer to Cross-Interrogatories.*

Ans. to cross-intg. 1st. To the 1st cross-interrogatory he saith: I have not stated anything except I have done myself and what I have seen. When I did not know anything I answered I didn't know.

Ans. to cross-intg. 2nd. To the 2nd cross-interrogatory he saith: Yes; he paid me off after the first hauling was done. He was manager of the store; he staid right in there and managed it. Yes, sir; he was the "boss" in both stores. First Meyer by himself and after Cohn got busted then him and Meyers went in partners in the store that Cohn got busted, then Meyer gave up his store on Lake street. Everything came in Meyer's name while him and Cohn was together. Meyers always kept the books and paid me off. Meyer and Cohn fell out, and Cohn told me that his mother-in-law was going to buy Meyer out and he was going to run the store to suit himself.

Ans. to cross-intg. 3rd. To the 3rd cross-interrogatory he saith: I don't know whether Meyer paid for the goods or not. I haven't told anything I don't know.

433 Ans. to cross-intg. 4th. To the 4th cross-interrogatory he saith: Yes, sir; I knew her. It was generally understood that she was a lady of means. I never heard how much she had. She is an old, feeble, crippled lady; shakes all the time; nervous.

Ans. to cross-intg. 5th. To the 5th cross-interrogatory he saith: I am *is* laboring at the malleable iron works. I am a black man.

WASHINGTON STEWART.

Subscribed and sworn to before me this 7th day of October, A. D. 1887.

WILLIAM A. VAN BRUEN,
United States Commissioner, Commissioner.

I, William A. Van Bruen, the undersigned United States commissioner, do certify that I caused the above named and examined Wash. Stewart, witness, to be and appear before me at the time and place above named, and, after publicly and solemnly swearing him to tell the truth, the whole truth, and nothing but the truth in answer to the annexed direct and cross interrogatories, I then and there proceeded to examine him by propounding to him the direct and cross interrogatories and reducing in my presence and
434 that of the witness his answers thereto in writing with my own hand, and then caused the witness to sign his deposition in my presence, as already stated.

Witness William A. Van Bruen, United States commissioner, this 7th day of October, A. D. 1887.

WILLIAM A. VAN BRUEN,
United States Commissioner, Commissioner.

Charges.

Commission	$10 00
Witness fees	2 00
Marshal	2 00
	$14 00

Endorsed: Nos. 90 & 111. Wood & Lee *vs.* Simon Cohn *et al.* and Mississippi Mills *vs.* Fannie Cohn *et als.* Deposition of Wash. Stewart. U. S. circuit court, western district of Louisiana. Received in office, opened, and filed Oct. 12th, 1887. J. B. Beattie, d'y cl'k.

435 *Deposition of Rob't G. & Pattie Campbell.*

U. S. Circuit Court, 5th Circuit, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.*
and
WOOD & LEE
vs.
SIMON COHN *et al.*
} No. 90. Consolidated Cases. In Equity.

Interrogatories to Rob't G. and Pattie R. Campbell.

Interrogations propounded on behalf of complainants to Robert G. Campbell and Pattie Campbell, witnesses residing in Springfield, Missouri.

Intg. 1st. What is your age, occupation, and place of residence?

Intg. 2nd. Did you ever reside in the parish of East Carroll? If so, during what period?

Intg. 3rd. If you say you resided in the parish of East Carroll, will — state whether you knew Simon Cohn and Manfred Meyer and what occupation did they pursue?

Intg. 4th. If you say Manfred Meyer had a store and was engaged in merchandising, and that Simon Cohn also had a store and was merchandising in the town of Providence, East Carroll parish, will you state about what time Manfred Meyer opened his store and how long thereafter was it that Simon Cohn carried on a business as a merchant?

436 Intg. 5th. Did Simon Cohn fail in business, and about — time? How long was it after Manfred Meyer began business?

Intg. 6th. Do you know whether or not Manfred Meyer obtained any goods to put in his store from the store of Simon Cohn? State fully all you may know about this matter.

Intg. 7th. Did you ever see any goods or articles of merchandise in Manfred Meyer's store that you identified as being a part of the lot of goods kept in the store of Simon Cohn? State fully all you may know about the matter inquired of.

Intg. 8th. Do you know or can you state any other matter or thing material to the issue involved in this case or which may be of advantage to either of the parties hereto? If so, set forth the same fully and at large in your answers hereto.

W. G. WYLY, *Solicitor.*

A true copy.

Attest:

[SEAL.] J. B. BEATTIE, *Cl'k.*

437 Circuit Court of the United States for the Fifth Judicial Circuit, Holding Sessions in the city of Monroe and for the Western District of Louisiana.

To Mr. Lain Jones, U. S. com., at Springfield, Mo., or any judge, justice of the peace, or notary public residing at Springfield, Mo.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Mr. Robert G. Campbell and Mrs. Pattie R. Campbell, of Springfield, Mo., and them duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein Mississippi Mills and Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et als.* and Simon Cohn are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before June 30th, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of [SEAL.] Monroe, Louisiana, this 18th day of June, anno Domini 1887, and the 111 year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. Nos. 90 & 111. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et al.* and Simon Cohn *et al.* Commission.

438 In accordance with the annexed notice *notice on* commission there came before me, W. Lain Jones, a commissioner of the U. S. circuit court for the western district of Missouri, at my office, in the city of Springfield, Missouri, on the 27th day of June, 1887, Robert G. and Pattie R. Campbell, who were by me duly sworn and examined in accordance with the annexed interrogatories.

Answers to the Within Questions — Robert G. Campbell.

Answer to intg. 1st. My name is Robert G. Campbell; my age is 41 years; occupation, a lawyer, and residence at Springfield, Missouri.

Answer to intg. 2nd. I lived in East Car- from 1874 to 1886.

Answer to intg. 3rd. I knew Simon Cohn and Manfred Meyer in East Carroll parish, at Lake Providence, both of whom were carrying on a general merchandising business, Simon Cohn in his own name and Manfred Meyer in his own name.

Answer to intg. 4th. Manfred Meyer opened in the spring of 1881. Simon Cohn had been carrying on business several years at
439 that time and continued until either the fall of 1881 or the fall of 1882, I am not sure which, or it may have possibly been a little later than that.

Answer to intg. 5th. Simon Cohn failed in business. I am not sure whether it was in the fall or the spring of 1883 or possibly in 1882. I remember the occur-ance well, but am not sure about the dates. I am not sure about the time that Meyer commenced business; consequently cannot tell exactly when Cohn failed.

Answer to intg. 6th. Yes; I know that Manfred Meyer did obtain goods from the store or the stock of Cohn. I know that he had several rolls of carpet that he got from the store of Cohn. I wanted to buy a carpet, and we went to Cohn and asked if he had any. I saw several rolls of carpet, but made no purchases for the reason that he did not want to cut them. We went from there to Meyer's. He, Meyer, had none, but said that he would have some in a few days. This was soon after Meyer opened, a few days after I went back to Meyer's store in a few days, and I saw the same rolls
440 of carpet in his store that I had seen in Cohn's store before. We afterwards bought a carpet, but I am not sure that the same carpet that we bought was the one or one of those we had seen in Cohn's store or not.

Intg., answer to 7th. I saw some carpets above mentioned.

Answer to intg. 8th. Not at this time. It has been so long since that I do not remember, and I have at the present no way of refreshing my memory.

ROBERT G. CAMPBELL.

Subscribed and sworn to before me June 27th, 1887.

[SEAL.] M. LAIN JONES,
U. S. Commissioner.

Mrs. Pattie Campbell.

Answer to intg. 1st. My occupation is that of the wife of R. G. Campbell; my age is 35; my residence is Springfield, Missouri.

Answer to intg. 2nd. I lived at the parish of East Carroll from 1876 to 1886.

Answer to intg. 3rd. I know Cohn and Meyer. The first time I

knew Meyer he was the clerk of Cahn or Cohn. I knew both
441 of these parties as merchants also. When I first knew the parties Cohn was keeping a general merchandising store and Meyer was clerking in his store. Meyer went away and remained away for some time and came back and opened a store for himself.

Answer to intg. 4th. I do not know how long it was, but some time after.

Answer to intg. 5th. I saw goods that I saw in Cohn's store afterwards in Meyer's store. I went to buy a carpet of Cohn and failed to — so because he would not cut them—that is, the rolls of carpet; then I went to Meyer's and he said that he had none then, but would have some in a few days, and I went back in a few days and saw the identical carpet in his house that I had seen at Cohn's. I remarked at the time that I supposed Mr. Meyer was carrying on business for Mr. Cohn. At the same time I went to buy a single bed for my children, and Mr. Meyer took me up from his store to Mr. Cohn's to show me the same.

442 Answer to intg. 8th. I cannot. It has been so long that I do not now remember.

PATTIE R. CAMPBELL.

[SEAL.] Subscribed and sworn to before me on this 27th day of June, 1887.

M. LAIN JONES,
U. S. Commissioner, Western District of Missouri.

I, W. Lain Jones, commissioner of the circuit court of the United States for the western district of Missouri, do certify — persuance of the annexed commission that the deposition of Robert G. Campbell and Mrs. Pattie R. Campbell were taken by me on the 27th day of June, 1887, and then and there reduced to typewriting by me in the presence of the said deponents and by them respectively subscribed in my presence after having them reduced to writing. I further certify that I am not of council or attorney to either of the parties in this suit nor interested in the event of this cause. I further certify that, it being impracticabl- for me to deliver said deposition, with my own hand to the court for which they were taken, I have retained the same for the purpose of being sealed up
443 by me and speedily and safely transmitted by the United States mail to the said court for which they were taken and to remain under my seal until there opened. I further certify that the fee for taking said deposition, amounting to $2.50, has been paid to me by plaintiff- and the same is just and reasonable for the services performed.

Given under my hand and seal, at my office, in Springfield, Missouri, in the said district, this 27th day of June, A. D. 1887.

[SEAL] M. LAIN JONES,
U. S. Com.

Endorsed: No. 90 & No. 111. Depositions of R. G. Campbell and wife, — complainants. Received in office, opened, and filed June 29th, 1887. J. B. Beattie, d'y cl'k.

444 *Deposition of Chas. Moss.*

United States Circuit Court, 5th Circuit, Western District of Louisiana. In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases.

Interrogatories propounded to Chas. Moss, a witness on behalf of complainants, residing in St. Louis, Mo.

Intg. 1st. What is your age, place of residence, and occupation?

Intg. 2nd. Do you know Simon Cohn and John L. Martin?

Intg. 3rd. Did you sell goods to Simon Cohn prior to his failure, in December, 1880; if yea, will you state whether or not he was a large buyer and what was the largest amount of goods you sold to him at one time?

Intg. 4th. Did you suffer or sustain any losses by his failure?

Intg. 5th. Did you ever sell any goods to John L. Martin; will you refresh your memory from your books and state whether you furnished him the first invoice, the amount thereof, and
445 whether he paid cash or obtained the goods on credit? State also the time when each of the subsequent invoices were furnished him, the aggregate amount thereof respectively, and whether they were purchased for cash or on credit.

Intg. 6th. If you say John L. Martin was furnished goods by you on credit, will you say on whose credit did he obtain said goods from you?

Intg. 7th. Did Simon Cohn introduce or recommend John L. Martin to you; did he assume or guarentee payment of the bills or invoices you furnished John L. Martin?

Intg. 8th. When did John L. Martin discontinue purchasing goods, and what balance, if any, was he owing you; if you say he owed you a balance, who paid it and when?

Intg. 9th. Did or not the establishment of John L. Martin actually belong to Simon Cohn; was or not the goods furnished on the credit or capital of Simon Cohn?

Intg. 10th. When you furnished goods to John L. Martin, did you do so upon his credit or did you look to Simon Cohn for payment.

446 Intg. 11th. If you have any letters of Simon Cohn requesting you to furnish to John L. Martin or referring in any

manner to the business conducted by John L. Martin please annex said letter or letters to your answers; also annex the letters of John L. Martin.

Intg. 12th. Do you know or can you state any other matter or thing material to the issue involved in this case or which may be of advantage to either of the litigants? If so, state them fully and at large in your answers.

W. G. WYLY,
Solicitor for Complainants.

Cross-Interrogatories.

1st X Intg. Where were you living at the time of which inquiry is made in the interrogatories-in-chief.

2d X Intg Have you any knowledge of S. Cohn'- affairs or the facts connected with the same?

3 X Intg. Is it unusual for a merchant or other person to recommend acquaintance- or friends for credit? If S. Cohn did recommend John L. Martin to your house for credit was such actions on his part unusual in business circles?

447 C. J. & J. S. BOATNER,
Solicitors for Defendants.

A true copy.
Attest: J. B. BEATTIE, *D'y Cl'k.*

448 Circuit Court of the United States for the Fifth Judicial Circuit, Holding Sessions in the City of Monroe and for the Western District of Louisiana.

To Charles D. Greene, Jr., Esqr., notary public and commissioner, St. Louis, Mo.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Charles Moss, of St. Louis, Mo., and him duly examine on the annexed interrogatories and cross-interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court wherein Mississippi Mills and Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et al.* and Simon Cohn *et als.* are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before Sept. 1st, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, [SEAL.] Louisiana, this 3rd day of August, anno Domini 1887, and the 112th year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. Nos. 90 & 111. Mississippi Mills and Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* and Simon Cohn *et als.* Commission.

449 *Memorandum of Goods Sold by Charles Moss & Co., St. Louis, Mo., to John L. Martin, of Lake Providence, La.*

1881.				
April	15th.	To order		209 84
May	2nd.	" "		116 85
"	24.	" "		244 25
June	21.	" "		166 10
July	8.	" "		153 70
"	26.	" "		121 80
Aug.	16.	" "		107 95
"	29.	" "		10 30
"	30.	" "		40 90
Sept.	5.	" "		1,216 52
"	8.	" "		20 16
"	23.	" "		117 75
Oct.	3.	" "		40 36
Nov.	1.	" "		224 85
"	11.	" "		40 35
"	28.	" "		18 10
Dec'r	31.	" "		40 35
1882.				
Apr.	10.	" "		230 10
June	1.	" "		91 20
July	8.	" "		109 30
"	27.	" "		51 40
"	28.	" "		10 50
Aug.	25.	" "		42 00
Sep.	27.	" "		175 50
Nov.	3.	" "		167 75
"	6.			76 80

Exhibit A.

450

Charles Moss & Co.,
grocers,
Jul- 9, a. m., Aus
119 N. Second St.,
St. Louis.

LAKE PROVIDENCE, LA., *July 7th*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: Send me immediately—
5 bbls. mess pork.
5 s'ks corn.
5 " oats.
25 lb s. c. hams, small ones.
25 lb " breakfast bacon.

10 lb good dried beef.
1 doz. q'ts pickles, mixed ones.
2 " 1 lb can oysters, full weight.
25 lb 11 m. tobacco, light color.
5 lb good prunes.
1 cask, p'ts, Wainright's beer.
1 keg lard.
And oblige yours,

JOHN L. MARTIN.

Exhibit B, John L. Martin, July 7th, 1881.

451 Charles Moss —,
grocers,
July 28, a. m., Aug.
119 N. Second St.,
St. Louis.

Office of M. Meyer, dealer in general merchandise.

LAKE PROVIDENCE, LA., *July 23rd*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: Please send me—
5 bbls. pork.
10 " meal.
And oblige yours,

JOHN L. MARTIN.

Exhibit C.

Chas. Moss & Co.,
grocers,
Aug. 16, a. m., Aug. 17.
119 N. Second St.,
St. Louis.

Office of M. Meyer, dealer in general merchandise.

LAKE PROVIDENCE, LA., *Aug. 15th*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: Please send me immediately—
5 bbl. mess pork.
1 cask Budweiser beer, pts.
And oblige yours,

JOHN L. MARTIN.

Exhibit D.

452 Chas. Moss & Co.,
grocers,
Sept. 5, a. m.,
119 N. Second St.,
St. Louis.

LAKE PROVIDENCE, LA., *Sept. 1st*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: Send me the following bill of groceries as soon as possible:
1 bbl. Irish potatoes.

1 t'ce bacon, shoulders.
1 " " sides.
1 " s. c. hams.
1 bbl. coal oil.
1 " lard.
10 " XXX flour, fair article.
10 half bbl. XXX flour, fair article.
2 boxes cheese.
1 box soda crackers.
1 " cream "
1 " ginger snaps.
5 boxes red mottled soap, 1-lb. bar.
2 " blue "
5 " Lowell soap, cheap.
3 doz. Oriental yeast powders, 1-lb. cans.
3 doz. Oriental yeast powders, ¼-lb. cans.
453 3 boxes starch.
6 gross bluing.
1 gross blacking, large size.
1 " " small "
1 box assorted soda.
1 case Eagle cond. milk.
1 box candles, medium size.
1 case sardines, good ones.
2 cases salmon, 1-lb. cans.
1 case lobsters, 1 " "
6 boxes 1 lb. oysters, light weight.
4 " 2 " " "
1 case 5 lb. tin buckets lard.
1 " 3 " "
1 bbl. pocket table salt, small size.
2 cases tomatoes.
1 case pine-apples.
1 " Coleman's mustard, small size.
1 " peaches.
2 " brandy.
2 " " cherries.
2 " green corn.
1 " barber-pole candy, peppermint, large size.
1 " " " lemon, "
1 " shrimp.
2 " corned beef, 2-lbs. cans.
1 doz. blacking brushes.
1 case matches, alligator.
10 lb. bl'k pep-er.
10 " spice.
10 " green tea, fair article.
1 case tomato catsup.
1 case pepper sauce.
454 1 case Worcestershire sauce, cheap article.
1 doz. extract lemon.

2 doz. extract vanilla.
2 " pickles, small size, pts.
2 " " large " qts.
2 " domestic chow-chow, small size.
2 cases tumbler jelly.
1 case axle grease.
1 keg powder.
8 " asst. drop shot.
5 pks. water-proofs caps.
2 " musket "
2 doz. 2-hoop water pails.
1 " 3 " "
1 " 2 " cedar water pails.
2 " cheap brooms.
1 " fair "
1 coil ⅜ cotten rope.
1 " ½ grass "
2 " tin wash-boards.
1 box cheap coffee mills.
1 case axe helves.
1 doz. wire seives.
1 case home stomach bitters.
1 firken butter, fair article.
10 bbls. meal.
3 " whiskey, to cost $1.00 per gal.
1 " " 1.50 "
1 " " 2.00 "
1 " gin, " 1.25 "
1 " brandy, " 1.25 "
1 " Malaga cordial.
1 bbl. red anisette, to cost 75 or 85 cts. per gal.
455 5 kegs Lemp's beer.
1 c'sk Budweiser beer, q'ts.
1 c'sk Budweiser beer, p'ts.

Send me the liquors as good a proof as possible for the money, and should they suit will continue to order from you. Also send three or four show-cards for the whiskies and oblige

Yours, J. L. MARTIN.

Exhibit E.

Chas. Moss & Co.,
grocers,
Oct. 4, a. m.,
119 N. Second St.,
St. Louis.

LAKE PROVIDENCE, LA., *Sept. 26th*, 1881.

Mesrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: Yours of the 20th inst. is to hand and contents noted. Have first opened the store for the fall cash business on the 24th and as yet have not fairly started our supply. Customers

are all taking advantage of the fair weather to pick out their cotton and as yet have not ginned any lint. Rest assured that I will make you a remittance as soon as possible. The goods arrived just in time to be put on the wharf-boat a few hours before she sunk, so that we had quite a time trying to save the freight.
456 I sustained considerable expense and loss by the accident, so I hope under the circumstances you will not push me too close, for I shall endeavor to do my best for you. Hoping this is satisfactory,

I remain yours, JOHN L. MARTIN.

P. S.—Please send duplicate invoice of Aug. 29th, amounting to $10.30, as I cannot find the bill of same.

J. L. M.

Exhibit F.

Chas. Moss & Co.,
grocers,
Oct. 4, a. m.,
119 N. Second St.,
St. Louis.

Office of M. Meyer, dealin in general merchandise.

LAKE PROVIDENCE, LA., *Sept.* 28*th*, 1881.

Messrs. Chs. Moss & Co., St. Louis.

GENTLEMEN: Send me immediately 10 kegs Lemp's beer and oblige

Yours, JOHN L. MARTIN.

Exhibit G.

Chas. Moss & Co.,
grocers,
Oct. 31st, a. m.,
119 N. Second St.,
St. Louis.

LAKE PROVIDENCE, LA., *Oct.* 26*th*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

457 GENTLEMEN: I enclose you two drafts, one for $700.00 on H. & C. Newman, New Orleans, and the other for $100.00 on Graham, Black & Co., of the same city. The balance will remit as soon as possible.

Send me the following bill:

5 bbls. meal.
1 " pig feet.
½ " " tongues.
1 box D. S. sides.
1 " " shouldiers.
1 keg gherkin pickles.
1 bbl. soda crackers.
1 " ginger snaps.
1 keg Holland herring.

2 boxes asst. candy, 8 sticks to lb.
1 t'ce lard.
10 kegs Milwaukee beer.
10 lb choice dairy butter.
And oblige your

JOHN L. MARTIN.

Exhibit H.

Chas. Moss & Co.,
grocer-,
Nov. 11, a. m.,
119 N. Second St.,
St. Louis.

LAKE PROVIDENCE, LA., *Nov. 8th*, 1881.

Messrs. Chas. Moss & Co., St. Louis, Mo.

GENTLEMEN: The goods ordered last are just received and satisfactory, excepting pig tongues. They are spoiled and we will
458 be obliged to throw them away. They smelled so very bad that they had to be removed from the store. I hope you will give me credit for what they cost, as you cannot expect me to pay for goods that are spoiled.

Respectfully yours, JOHN L. MARTIN.

Exhibit I.

AUG. 29TH.

We could not return the pig tongues after opening them. They were so offensive we had to throw them away.

J. S. M.,
Per C.

EXHIBIT G AND LAST.

Chas. D. Greene, Jr., notary & commissioner, 311 Olive St., St. Louis, Mo.

In the U. S. Circuit Court, 5th Circuit, Western District of Louisiana. Equity.

MISSISSIPPI MILLS *vs.* Mrs. FANNIE COHN *et als.* and WOOD & LEE *vs.* SIMON COHN *et al.* } Consolidated Cases.

Deposition of witness produced, sworn, and examined on the day hereinafter stated at the office of Charles D. Greene, Jr., No. 311 Olive street, in the city of St. Louis and State of Missouri, under and by virtue of the annexed commission issued out of the cir-

459 cuit court of the United States, 5th circuit, within and for the western district of Louisiana, in equity, to take the deposition of Charles Moss, a witness in a certain consolidated case pending in and at issue between The Mississippi Mills and Wood and Lee, complainants, and Mrs. Fannie Cohn *et als.* and Simon Cohn *et als. are* defendants, on the part of the said complainants.

CHARLES MOSS, *who*, being first duly sworn on this sixth day of August, in the year of our Lord 1887, doth depose and say as follows, to wit:

1st. To the first interrogatory he saith: I am fifty years of age; I reside in the city of St. Louis, State of Missouri; I am a commission merchant.

2nd. To the second interrogatory he saith: I know Simon Cohn and John L. Martin.

3rd. To the third interrogatory he saith: I sold goods to Simon Cohn prior to his failure. He was what would be called a large buyer. The largest amount he ever bought from me at one time was about eight hundred dollars.

4th. To the fourth interrogatory he saith: I sustained no loss by the failure of Simon Cohn.

460 5th. To the fifth interrogatory he saith: I sold goods to John L. Martin. I have here a statement from my books showing the various sales made to him, giving the date and amount of each invoice seperately, which statement I submit to be hereto attached, as requested, marked Exhibit "A." These goods or the great majority of them were sold on credit. The goods sold to Mr. Martin on credit were so sold to him upon the recommendation of Mr. Simon Cohn.

6th. To the sixth interrogatory he saith: I see I have answered this question in the last answer. I sold the goods to Mr. Martin, which was sold on credit upon the recommendation of Mr. Cohn.

7th. To the seventh interrogatory he saith: Mr. Simon Cohn recommended Mr. Martin to me. Mr. Cohn gave me no legal guarantee on the sales to Mr. Martin, but I felt satisfied that he would not allow me to suffer any loss in any business transaction I had with Mr. Martin under his recommendation.

8th. To the eighth interrogatory he saith: Mr. Martin ceased purchasing goods from me about October, 1882. At that
461 time he owed me a balance of one hundred and forty-five dollars and thirty-seven cents, which balance was paid me in full December 28th, 1883, by Mr. Cohn.

9th. To the ninth interrogatory he saith: I have no personal knowledge of either points enquired of in this question.

10th. To the tenth interrogatory he saith: I knew Mr. Martin, but I sold him goods upon the recommendation of Mr. Cohn, feeling satisfied that if Mr. Martin did not pay me Mr. Cohn would see that I was protected from any loss.

11th. To the eleventh interrogatory he saith: I will examine and search for the letters asked for, and will produce such as I find, to be hereto attached as exhibits, to be properly marked by the notary.

12th. To the twelfth interrogatory he saith: I think of nothing further to state material to the issue in this case or of advantage to either party.

Cross-examination:

X 1st. To the first cross-interrogatory he saith: I was living in the city of St. Louis at the time covered by the transactions referred to in the direct examination.

X 2nd. To the second cross-interrogatory he saith: I have
462 no personal knowledge of Mr. Cohn's affairs.

X 3rd. To the third cross-interrogatory he saith: It is not unusual for a merchant or other person to recommend his acquaintance or friend for credit. Mr. Cohn's recommendation of Mr. Martin to me for credit was in the ordinary course and was nothing unusual or uncommon in business circles.

CHARLES MOSS.

Sworn to and subscribed -for me this sixth day of August, A. D. 1887.

Witness my hand and official seal.

C. D. GREENE, JR.,
[SEAL.] *Notary Public.*

STATE OF MISSOURI, } ss:
City of St. Louis, }

I, Charles D. Greene, Jr., the undersigned, notary public within and for the city of St. Louis and State of Missouri, do hereby certify that I caused Charles Moss, the witness hereinbefore named and examined, to appear before me at the time and place above named, and after publicly and solemnly swearing him to tell the truth,
463 the whole truth, and nothing but the truth in answer to the annexed direct and cross interrogatories and reducing in my presence and that of the witness his answers thereto in writing with my own hands I then caused the said witness to sign his deposition in my presence, as already stated.

Witness my hand and official seal this sixth day of August, in the year of 1887.

C. D. GREENE, Jr.,
[SEAL.] *Notary Public.*

Endorsed: Nos. 90 & 111. U. S. circuit court, western district of Louisiana. Mississippi Mills *vs.* Fannie Cohn, and Wood and Lee *vs.* Simon Cohn *et al.* Deposition of Charles Moss for defendants. Received in office, opened, and filed August 10th, 1887. J. B. Beattie, d'y cl'k.

Fees, $5.00, paid by complainants, Wood & Lee.

464 *Depositions of Jason Hamilton & Thos. Fatheree.*

U. S. Circuit Court, 5th Circuit, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Consolidated cases in equity.

Interrogatories propounded by defendants to Jasen Hamilton and Thomas Fatheree, witnesses residing in Lake Providence.

Intg. 1st. Where do you reside and what is your business and vocation?

Intg. 2nd. Are you acquainted with W. G. Wyly, of East Carroll parish, plaintiffs' solicitor in this case?

Intg. 3rd. Please state whether or not you have been approached or requested by said Wyly to furnish him evidence in the above causes; if yea, did he offer you any consideration thereof; &, if yea, what did he offer?

Intg. 4th. If you have stated that you were approached by him for the purpose above stated, give the conversation he had with you or as nearly as possible.

Intg. 5th. State when and where these conversations occurred.

Intg. 6th. Do you know or can you set forth any other
465 matter or thing which may be a benefit to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answers.

C. J. & J. S. BOATNER, *Solicitors.*

Cross-Interrogatories to the Witness Jasen Hamilton.

1st X Intg. If you say, in response to 3rd, 4th, and 5th interrogatory-in-chief, that you were approached by W. G. Wyly and asked if you could give any information as to the names of witnesses likely to know anything of the frauds of which Simon Cohn is charged in the bill, will you state whether you were requested to do anything more than to look up the names of witnesses and make inquiries as to the actual facts connected with the alleged frauds? Were you not informed by W. G. Wyly that this clients were not residents and unable to give him the names of the witnesses,
466 and he was too much occupied to give the matter his personal attention? Were you not the town marshal and applied to as such to give information as to facts and witnesses?

2nd X Intg. Do you assume to say that W. G. Wyly tried to induce you to swear falsely or manufacture any evidence or do anything that was not strictly honorable on the premises?

3rd X Intg. Do you know whether or not any goods were hauled from the store of Simon Cohn to the store of Manfred Meyer a short time before the failure of Simon Cohn?

4th X Intg. Did you see any wagon or dray hauling goods to Manfred Meyer's store in the night-time before the failure of Simon Cohn? Did you see any goods hauled to Manfred Meyer's store that came from Simon Cohn's store or the direction of Simon Cohn's store? Did you see any boxes of goods with Simon Cohn's mark on them being opened in the store of Manfred Meyer or being
467 hauled to the store of Manfred Meyer?

5th X Intg. Was not Simon Cohn in fact the real owner of the Manfred Meyer store and the John L. Martin store? Was he not interested in said stores?

6th X Intg. Has not Simon Cohn and his friends used influence to prevent a full and fair investigation of this case? Have they not sought to prevent witnesses from giving fair testimony? Have they not been exceedingly watchful and useing all their influence to defeat a fair examination an- attendance on behalf of complainants?

7th X Intg. Are you not a warm personal friend of Simon Cohn?

Cross-Interrogatories to the Witness Thomas Fatheree.

1st X Intg. If in answer to the 3rd, 4th, and 5th interrogatories-in-chief you say that W. G. Wyly had any conversation with you in regard to the litigation of 1882 or 1883, will you state whether he ever sought to get possession of any old telegram of Simon
468 Cohn's? Did he ever offer to bribe you to swear falsely or to do anything not strictly honorable?

2nd X Intg. Did he not state that he wished you to keep the old telegrams, as he wished to get an order from Judge Boarman to have them produced in court? Did he not tell you that he would not ask you for those telegrams, but wished you to keep them in a safe place, as he intended to get an order of court to have them produced in court?

3rd X Intg. Did he ever do more than to ask you not to let the old telegrams get lost or stolen, as he wished to have the court order them produced?

4th X Intg. What became of the old telegrams in your office? If destroyed, when, at whose instance? Who got up the movement that caused the superintendant — order you — destroy them? Did Simon Cohn have any hand in the matter?

5th X Intg. As a matter of truth were not those telegrams
469 destroyed on the complaint or at the instance of Simon Cohn? Did not Simon Cohn call on you and urge you not to give up those old telegrams? Did he not get up the movement which resulted in the destruction of those old telegrams?

6th X Intg. Did not Simon Cohn put out spies or persons to keep a watchful eye over the movements of complainants' counsel and their witnesses? Has he not endeavored to defeat a fair and full investigation of the case by the local influence with his friends and his bar-room?

7th X Intg. If you say you destroyed the old telegrams will you state whether, in getting out the old telegrams before they were burned by you—whether you saw any signed by Simon Cohn? If so, to whom were they directed; about what dates did they have? Also state the contents of those destroyed telegrams of Simon Cohn's.

8th X Intg. If you say you saw telegrams signed by Simon Cohn Oct. and Nov., 1882, and Oct. and Nov., 1883, or any other
470 time please state the contents as fully as you can recollect, and state when and to whom each one was addressed.

9th X Intg. Did you see any telegram of Simon Cohn addressed to C. L. Callman or C. L. Callman & Co. in 1882 or 1883? If yea, how many, at what date, and give the contents or substance of each telegram as well as you can recollect.

10th X Intg. Did Simon Cohn have any one watching or spying around your office for fear those telegrams might be brought to light or be produced against him in court?

11th X Intg. Did Simon Cohn seem anxious that those telegrams be withheld or suppressed or destroyed, and do you understand that he caused or instigated the movement which resulted in their being destroyed?

12th X Intg. As a matter of fact has not Simon Cohn put out his employees or friends, hangers-on of his bar-room, to watch and obstruct and hinder complainants' counsel and his witnesses
471 in making a full and fair investigation of this case or getting in their evidence.

W. G. WYLY,
[SEAL.] *Solicitor for Complainants.*

A true copy.
Attest: J. B. BEATTIE.

472 Circuit Court of the United States for the Fifth Judicial Circuit, Holding Sessions in the City of Monroe, La., and for the Western District of Louisiana.

To Charles R. Egelly, Esqr., U. S. commissioner, Lake Providence, La.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Jasen Hamilton and Thomas Fatheree, of Lake Providence, La., and them duly examine on the annexed interrogatories & cross-interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein Mississippi Mills and Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et al.* and Simon Cohn *et als.* are defendants, and the same examinations so taken and reduced to writing you

certify under your hand and seal and send enclosed to this court on or before June 30th, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, [SEAL.] La., this 18th day of June, anno Domini 1887, and the 111th year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed]: United States circuit court. Nos. 90 & 111. Mississippi Mills and Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* and Simon Cohn *et als.* Commission. Received in office, opened, and filed June 30th, 1887. J. B. Beattie, d'y cl'k.

473 UNITED STATES OF AMERICA,
State of Louisiana, Parish of East Carroll,
Western District of Louisiana.

U. S. Circuit Court, 5th Circuit, Western Dist. of Louisiana.
In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases.

Be it remembered that on this the 22nd day of June and 23rd of June, A. D. 1887, I, Chas. R. Egelly, a commissioner of the U. S. circuit court in and for the western district of Louisiana, duly appointed, commissioned, and sworn and specially appointed, as will appear by reference to a commission to me issued by the honorable 5th circuit court in and for the western district of Louisiana, to me directed and dated at the city of Monroe, La., on the 18th of June, 1887, authorizing and requiring me to take, examine, and reduce to writing the depositions of Jasen Hamilton and Thomas Fatheree, witnesses for the defendants, said witnesses residing at
474 Lake Providence, La., in answer to the interrogatories and X interrogatories to be by me propounded, which answers when reduced to writing are to be used and read *as* in evidence on trial of a certain cause now pending in the circuit court of the United States for the 5th circuit of the western district of Louisiana, wherein The Mississippi Mills & Wood and Lee are complainants and Mrs. Fannie Cohn *et als.* and Simon Cohn *et als.* are *are* defendants, both cases being consolidated and in equity—I, the said commissioner, did issue proper notices to the witnesses, Jasen Ham-

ilton and Thomas Fatheree, to appear before me, at my office, in the town of Lake Providence, in the western district of Louisiana, to be by me examined as hereinto fore stated, and between the hours of one o'clock p. m. and 3 o'clock p. m. on the 23d day of June, 1887, the witness, Thomas Fatheree, appeared, he being of lawful age, and, being by me cautioned and sworn by me to testify
475 to the whole truth and being carefully examined by me, deposes and answers in words and figures as *as* hereinafter appears, commencing on page 5th, to wit:

Intg. 1st. To interrogatory 1st witness answers and says:

I reside in Lake Providence, and my occupation is that of a telegraph operator, in charge of the office at Lake Providence.

Intg. 2nd. To interrogatory 2nd witness answers and says:

I am acquainted with W. G. Wyly.

Intg. 3rd. To intg. 3rd the witness answers and says:

He never said anythin- to me about furnishing him with evidence in the above cause.

Intg. 4th. To intg. 4th witness answers and says:

Judge Wyly did have a conversation with me relative to this case, which is, as near as I can remember, as follows: He said to me that there were some messages which had passed through my office between Simon Cohn and Callman & Co., of Millikens Bend, and asked me if I thought the copies thereof could be found, and I told
476 him I thought so. He asked me if I would find them. I told him yes; I would look for them. He said he would pay me for my trouble. I told him he *got* not get them through me at all. He said that he would get them through the superintendent of the line, E. W. Constant, as he did not wish to involve me in any trouble. This — all I can remember of the conversation I had with Judge Wyly.

Intg. 5th. To intg. 5th witness answers and says:

This conversation took place near the oak tree in front of the new Methodist church on Lake street, in the town of Lake Providence, La., some time in May, but am not positive nor can I fix the exact date.

Intg. 6th. To intg. 6th witness answers and says: I have stated all that I know or can call to my mind which would be of benefit or advantage to the parties at issue in this suit or to either of them.

T. J. FATHEREE.

477 X Intg. 1st. To X intg. 1st witness answers and says: He did try to get possession of old telegrams of Simon Cohn; he never did offer to bribe me to swear falsely in this case; he desired to get the messages from me, which I thought would not have been honorable in me to have given up the messages he desired.

To X Intg. 2nd. To X intg. *3rd* witness answers and says: He told me to keep them, as he intended procuring an order from court for them; he did not tell me that he would not ask me for said telegrams, but wished me to keep them in a safe place, as he intended procuring an order from court to have them produced in court.

X Intg. 3rd. To X intg. 3rd witness answers and says: No; he did not.

X Intg. 4th. To X intg. 4th witness answers and says: They were burned some time in May, 1887, but I cannot remember the date; the were burned by order of E. W. Constant, superintendant of the telegraph company at Lake Providence. There was an anonymous note said to be found in the yard of Simon Cohn.
478 The note read, as near as I can remember, "better see operator; he is looking up old messages."

Mr. Simon Cohn gave the note to Mr. V. M. Purdy, president of the line; Purdy wrote to E. W. Constant, superintendent, and enclosed a copy of the anonymous note referred to, saying that he did not pay much attention to anonymous notes, but to interrogate the matter and see if there was anything in it. Sup't Constant, after receiving Purdy's letter, called me and put in his ground wire so that no one between could here the conversation between us which was carried on over the wires. He (Constant) asked me if I had been looking up old messages, and before he could say any more I was satisfied about what he was going to ask; broke him, and told him "yes," and explained to him why. He said it was wrong in me to look for any messages, that it might get the company in trouble; said the old telegrams *out* to have been burned long ago, and as he did not wish to get the company into any trouble he ordered
479 me to burn all the telegrams up to within six months or six months old, and to burn the seventh-month messages at the end of every month, which order I complied with.

X 5th. To X intg. 5th witness answers and says: I have explained how the telegrams were destroyed in my answer to X interrogatory 4th. Cohn did not call on me and urge me not to give up those old telegrams. He did show me the anonymous note and said that I had better mind or I would get into trouble; he did not get up the movement to destroy the old telegrams referred to, that I am aware of.

X 6. To X intg. 6th witness answers and says: There were several persons loafing around my office, but for what purpose I could not swear.

X 7th. To X intg. 7th witness answers and says: Telegrams are private property and I decline to disclose the contents or dates of any telegrams passing through my office; there were some of the telegrams in the number that were burnt signed by Simon Cohn; could not swear that it was his writing; I think some were
480 addressed to C. L. Callman, Milliken's Bend, La.; there were one or two addressed to Cohn, but cannot remember the initials of Cohn; they were signed Simon Cohn.

X 8th. To X intg. 8th witness answers and says: I decline to answer this X interrogatory as to contents of telegrams signed by Simon Cohn at any of the dates inquired of or any other time; I have answered and given the names of parties to whom some of the telegrams sent by Simon Cohn were addressed in my answer to X interrogatory 7th.

X 9th. To X intg. 9th witness answers and says: I did see the

telegrams addressed to C. L. Callman in 1882 and 1883; cannot remember the number or dates; I decline to disclose the contents of said telegrams, as telegrams are considered private.

X 10. To X intg. 10th witness answers and says: I cannot say; there were several persons loafing around my office, but I do not know whether they were there at the instance of Simon Cohn or not, nor for what purpose they were there, as they had no business there that I know of.

481 X 11th. To X intg. 11th witness answers and says: I cannot say whether he was anxious or not or seemed anxious, as he never said anything more to me after he showed me the anonymous note about the telegrams referred to in my answers to previous X interrogatories. He might have been anxious to suppress or caused to be destroyed the old telegrams referred, but could not swear to it; could not swear whether Simon Cohn seemed anxious or not.

X 12th. To X intg. 12th witness answers and says: I cannot swear to it.

T. J. FATHEREE.

Sworn to and subscribed before me this 22nd day of June, A. D. 1887.

CHAS. R. EGELLY,
[SEAL.] *U. S. Commissioner.*

Not being able to complete the taking of testimony in this cause in consequence of the absence of witness, Jasen Hamilton, I, the said commissioner, did adjourn the further taking of
482 testimony until Thursday, the 23rd day of June, 1887, then to be continued at the place and between the hours of 12 o'clock noon and 4 o'clock p. m. of said day.

CHARLES R. EGELLY,
[SEAL.] *U. S. Commissioner.*

THURSDAY, *June 22nd.*

Pursuant to adjournment, on this 23rd day of June, 1887, between the hours of noon and 4 o'clock in the afternoon, at my office, in the town of Lake Providence, in the western district of Louisiana, I continued the taking of depositions in the within-styled cause, and witness, JASEN HAMILTON, appeared before me to be examined, he being of lawful age, and, being by me cautioned and sworn to testify to the whole truth and carefully examined, I proceeded to reduce to writing his answers to the interrogatories and X
483 interrogatories to be by me propounded, which he answers in words and figures as follows, to wit:

Intg. 1st. To intg. 1st witness answers and says: I reside in the town of Lake Providence, parish of East Carroll, La., and my business and vocation is that of a brick-maker at present.

Intg. 2nd. To intg. 2nd witness answers and says: I am.

Intg. 3rd. To intg. 3rd witness answers and says: I was approached by Judge Wyly to assist him in getting up the evidence

in this case. He offered me a consideration, but named no amount. He told me to name the amount, which I refused to do. At that time I was city marshal of Lake Providence, La., and I understood that he wished to place the matter in my hands as a detective, but I refused to have anything to do with the case at all and that I would not take it for any consideration.

484 Intg. 4th. To intg. 4th witness answers and says: I have detailed the conversation had with Judge Wyly in my answer to interrogatory third. He simply told me that I was a good hand in working up cases of that sort and he wanted to employ me.

Intg. 5th. To int'y 4th witness answers and says: I can-
485 not remember the date exactly, but think it was four or 5 days before J. B. Beattie, special examiner, came to Lake Providence to take testimony in this case — first time. The conversation between Judge Wyly and myself on the subject took place on Sparrow St., at Lake Providence. We had two conversations on the same subject, which occurred at the same *at the same* place and was of the same purport, one in one day and the next the following day, and my answer to him on the 2nd day was the same as on the 1st day.

Intg. 6th. To intg. 6th witness answers and says: I have stated fully all I know in this matter in my several answers to intgs. 1, 2, 3, 4, and 5 and know of nothing further that might be of benefit or advantage to the parties at issue in this cause or either of
486 them or that may be material to this subject of this my examination or the matters in question in this cause.

JASEN HAMILTON.

Cross-Interrogatories.

X Intg. To X intg. 1st witness answers and says: Judge Wyly wished to employ me to look up the names of the witnesses in these cases who might know anything that would throw light on the case. He did mention to me that frauds had been commit-ed and that I would be the best hand to look up witnesses in the matter. Wyly did inform me that his clients were non-residents and unable to furnish him (Wyly) with the names of witnesses in the matter, and told me that he was too much occupied to give the matter his personal attention and that I could attend to it better than he could, as I knew everybody. I was a town marshal at that time,
487 and he offered to me as town marshal and also as a detective to give or procure information as to testimony and witnesses of persons who might be interested on his side of the case.

Intg. 2nd X. To X intg. 2nd witness answers and says: No; I do not.

Intg. 3rd. To X intg. 3rd witness answers and says: I do not say I was not at home. I was absent in Washington Co., Miss., but returned about 15 days prior to the failure of Simon Cohn.

X Intg. 4th. To X intg. 4th witness answers and says: To all of this X Intg. my answer is: No, I did not.

X Intg. 5th. To X intg. 5th witness answers and says: Not to my knowledge.

X Intg. 6th. To X intg. 6th witness answers and says: Not that I am aware of. On the contrary, I think Cohn has done everything he could to facilitate matters in these cases and has not to my knowl-
488 edge sought to prevent witnesses *giving* from giving fair testimony. He has, on the contrary, solicited witnesses who were summoned by Judge Wyly to go forward and give their testimony impartially. I have heard him tell some of the witnesses so. I do not consider that Cohn has been exceedingly watchful or used his influence or caused his friends to use their influence to defeat a fair examination and attendance of witnesses on behalf of complainants.

X Intg. To X intg. 7th witness answers and says: I am.

[SEAL.] JASON HAMILTON.

Sworn to and subscribed before me on this the 23 day of June, A. D. 1887.

CHARLES R. EGELLY,
U. S. Commissioner.

And after having so sworn the said witnesses and carefully examined them, I caused them to sign their names at the bottom
489 of each page as *affairs* herein, which they declared were their true answers, and I, the said commissioner, do hereby certify that a notice and time and place of meeting was served on said witnesses and they appeared and were examined by me on the dates herein mentioned; that they were of sound min*g* and lawful age, and were by me duly sworn and their examination reduced to writing and subscribed to in my presence on the days, between the hours, and at the place named, in behalf of the defendants aforesaid; and I do further certify that I am not of counsel or attorney for either of the parties to the suit in controversy or in any way interested in the event of said suit.

In testimony whereof I have hereunto signed this my proc*i*s verbal and affixed my official seal, at my office, in the town of Lake Providence, parish of East Carroll, & the western district of Louisiana, on this the 23rd day of June, A. D. 1887.

CHAS. R. EGELLY,
[SEAL.] *U. S. Commissioner.*

490 All erasures and interlineations herein were made by me, commissioner, before obtaining signatures of the witnesses hereto.

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* & Wood & Lee *vs.* Simon Cohn *et als.* Depositions of Thomas Fatheree & Jason Hamilton, witnesses for defendants, taken before Chas. R. Egelly, com., June 22 & 23, '87.

491 *Deposition of Wm. Oliver.*

United States Circuit Court, Western District of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

To the honorable the judge of said court:

The application of the plaintiff herein with respect shown that the testimony of Wm. Oliver, of Wesson, Miss., is material and important in said cause to the just and proper decision of said court and material and important to plaintiff- therein.

Wherefore plaintiffs pray that after due services of the following interrogatories and after the legal delays that a commissioner issue, directed to any judge, justice of the peace, or notary public living in Wesson, Miss., to take the testimony of Wm. Oliver in answer to the said following interrogatories, and they further pray that your honor fix a relative day for said commission.

LUDELING & STILLMAN, *Att'ys.*

492 Circuit Court of the United States of America, Fifth Circuit and Western District of Louisiana, Holding Session in the City of Monroe.

To any judge or justice of the peace or notary public residing in Wesson, Miss.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you William Oliver, of Wesson, Miss., and him duly examine on the annexed interrogatories on oath touching and concerning certain matters and things in a case now pending in the said court wherein The Mississippi Mills is plaintiff and Mrs. Fannie Cohn *et al. is* defendant-, and the same examination, so taken and reduced to writing, you certify under your hand and seal and send enclosed to this court on or before May 23rd, 1886, to be read in evidence on the trial of said cause, and send also *to* writ.

493 Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, this 10th day of May, in the year of our Lord 1886, [SEAL.] and of the Independence of the United States of America the 110th.

J. B. BEATTIE, *D'y Clerk.*

Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Fannie Cohn *et als.* Commission. Received in office and filed May 21st, 1886. J. B. Beattie, d'y clerk.

STATE OF MISSISSIPPI, }
Capiah County. }

MAY THE 19TH, 1886.

I have this day proceeded to take the deposition of Wiillam Oliver, a witness for the Mississippi mills, at the office of Wm. Oliver, sec. & treasurer of the Mississippi mills, at Wesson,
494 Miss., according to the notice hereto annexed, to be read in evidence in a suit now pending before the circuit court of the United States of America, fifth circuit and western district of Louisiana, wherein The Mississippi Mills is plaintiff and Mrs. Fannie Cohn *et als.* are defendants.

The said WM. OLIVER, after being duly sworn to speak the truth concerning the matter in dispute between the said parties, deposes as follows:

Wm. Oliver Answers to Interrogatories.

First. I am secretary & treasurer of the Mississippi mills & general manager of their business. I reside in the town of Wesson, Capiah county, Mississippi.

Second. John P. Richardson is president of the Mississippi mills and I am secretary and treasurer. The Mississippi mills is a chartered and incorporated company, and attached hereto is copy of the act of the legislature chartering and incorporating them, attested by signature & seal of secretary of state.

495 Third. John P. Richardson was elected president of the Mississippi mills by the board of directors on March 27, 1886. Attached hereto is copy of the proceedings of the meeting of board of directors, so far as relates to the election of a president.

WM. OLIVER.

STATE OF MISSISSIPPI, }
Copiah County. }

I certify that the foregoing deposition is in the witnesse's handwriting; that I am in nowise related to either of the parties; that the same was taken before me on the day and at the place set forth in the caption, and they have not been out of my possession or in anywise altered, added to, or changed since they were signed by the said W. Oliver.

This the 19th day of May, 1886.

D. G. PATTERSON,
[SEAL.] *Notary Public.*

OFFICE OF MISSISSIPPI MILLS, WESSON, MISS., *March* 27, 1886.

Called meeting of directors of the Mississippi mills convened this day.

496 Present: J. P. Richardson, R. L. Saunders, D. B. Morey, J. S. Richardson, and Wm. Oliver.

On motion, J. P. Richardson was requested to take the chair.

On motion, seconded & unanimously adopted, J. P. Richardson was elected president of the Mississippi mills to fill the unexpired term occasioned by the death of our late lamented president.

(Signed) WM. OLIVER,
Sec'y and Treas.

STATE OF MISSISSIPPI, }
Copiah County. }

Personally appeared before the undersigned, J. P. in and for said county, Wm. Oliver, secretary & treasurer of the Mississippi mills, who says on oath that the above is a true copy of the proceedings of the board of directors of the Mississippi mills, so far as applying to the election of their president, said meeting of directors having been held on March 27, '86.

497 WM. OLIVER,
Sec'y and Treas of the Mississippi Mills.

Sworn to & subscribed before me this 19th May, 1886.

[SEAL.] D. G. PATTERSON,
Notary Public.

An act to incorporate the Mississippi mills.

* * * * * * *

SECTION 1. Be it enacted by the legislature of the State of Mississippi, That John T. Hardie, William Oliver, A. Walker, C. M. Vaiden, H. S. McComb, A. M. West and D. D. Fullilove, and their associates and successors, be, and they are hereby, chartered and incorporated as a body corporate, under the name and style of "the Mississippi mills," for the purpose of carrying on and conducting the business of manufacturing cotton, wool and other textile fabrics, and also of carrying on and conducting the business of manufacture of any kind or description, or making machinery of any kind, and also of carrying on and conducting the business of cutting
498 wood, & of sawing and planing lumber, and also of buying & selling goods, wares and merchandise of any description whatever, and as such corporation, they shall have perpetual succession, may have a common seal and may acquire by purchase or otherwise, and hold & own real and personal estate, & sue and be sued, make contracts of any kind touching their business, & may make by-laws for the regulation and government of the company and their affairs, and do all other acts incident to a corporation within the scope of their business, not inconsistent with, or prohibited by the laws and constitution of this State or of the United States.

* * * * * * *

Approved April 13th, 1871.

STATE OF MISSISSIPPI, OFFICE SECRETARY OF STATE,
JACKSON, *M'ch* 1, 1878.

I, Kinloch Falconer, secretary of state of Mississippi, do hereby

certify that the foregoing, being section 1 of "An act to incor-
499 porate the Mississippi mills," approved April 13, 1871, is a true and correct copy of the original now on file in my office.

Given under my hand and the great seal of the State,
[SEAL.] hereto affixed, at Jackson, this 1st day of March, 1878.

KINLOCH FALCONER,
Secretary of State.

Endorsed: No. 90. U. S. circuit court, western district of Louisiana. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Received in office, opened, and filed May 21st, 1886. J. B. Beattie, d'y cl'k.

An act to incorporate the Mississippi mills, and supplemental act, approved April 13th, 1871, Wesson, Miss.

Whereas, at a sale in bankruptcy, made under a decree of
500 the district court of the United States for the southern district of Mississippi, John T. Hardie and others became the purchasers of the lands in Copiah county, and of the manufacturing machinery belonging to the Mississippi Manufacturing Company, & also of the chartered franchises & privileges of said company as far as the same could be sold under said decree; and

Whereas, such purchasers desire to carry on the business of manufacturing in this State, and to enable them to do so more conveniently, desire an act of incorporation; Therefore

SECTION 1. Be it enacted by the legislature of the State of Mississippi, That John T. Hardie, William Oliver, A. Walker, C. M. Vaiden, H. S. McComb, A. M. West and D. D. Fullalove, and their associates and successors be, and they are hereby, charted — incorporated as a body corporate, under the name & style of the "Mississippi mills," for the purpose of carrying on and conducting
501 the business of manufacturing cotton, wool and other textible fabrics, and also of carrying on and conducting the business of manufacture of any kind or description, or making machinery of any kind, & also of carrying on & conducting the business of cutting wood, and of sawing & planing lumber, and also of buying and selling goods, wares and merchandise of any description whatever; and as such corporation, they shall have perpetual succession, may have a common seal, & may acquire by purchase or otherwise, and hold and own real and personal estate, and sue and be sued, make contracts of any kind touching their business, and may make by-laws for the regulation and government of the company and their affairs, and do all other acts incident to a corporation within the scope of their business not inconsistent with, or prohibited by the laws and constitution of this State or of the United States.

502 SEC. 2. Be it further enacted, That the capital stock of said company shall be five hundred and fifty thousand dollars, to be divided into shares of one thousand dollars each, which capital stock may be hereafter increased to one million of dollars, or any less sum, by a vote of the stockholders: Provided, that the owners of a majority of the shares of stock shall vote for such increase.

SEC. 3. Be it further enacted, That the property purchased by the said John T. Hardie and others, at the bankrupt sale aforesaid, be and the same is estimated by the owners thereof, at the sum of two hundred thousand dollars, and at that rate and value, shall be sold, conveyed, transferred and assigned by the owner thereof, to the said "Mississippi mills," and the owners thereof shall take and receive in payment for the same, shares in the capital stock of said
503 Mississippi mills, for the amount and value of the property aforesaid belonging to them, and for which certificates of stock in shares of one thousand dollars each, shall be issued to such owner, and at the time of issuing such certificates of stock, each owner of the property aforesaid, shall forthwith take & subscribe to the capital stock of said company, and pay in cash such a sum of money as will make the whole cash subscriptions for stock amount to the sum of fifty thousand dollars; Provided, that each owner of the property aforesaid shall subscribe for such an amount of said capital stock, and pay for the same in cash, as will bear the same proportion to fifty thousand dollars that his shares of stock paid for by the property aforesaid shall bear to two hundred thousand dollars, at which the property was valued & paid for in stock.

504 SEC. 4. Be it further enacted, That in conducting the affairs of said company, and in all votes for directors, or for any other purpose, each stockholder shall be entitled to vote as many votes as he owns shares in the capital stock of said company; each share entitling him to one vote, and to make any valid elections, or to adopt any resolution or measure by the stockholders, it shall always require not less than a majority of stock represented at such meeting, and no meeting of stockholders shall be valid as a quorum to do business, or to do any act to bind the company, unless the holders of the majority of the shares of stock shall be present or be represented at such meeting; Provided, however, that each stockholder may attend at any meeting of the stockholders, and vote either in person or by proxy.

SEC. 5. Be it further enacted, That a meeting of the parties
505 hereby incorporated shall be held for the purpose of organizing under this charter, at the town of Wesson, within twenty days after the passage or this act, and if not held at that time, then at such other time as it may be called by John T. Hardie, or any other incorporator who shall give ten days' notice, by advertisement in some newspaper published in the city of Jackson, of the time designated for such meeting.

SEC. 6. Be it further enacted, That the stockholders of this company shall hold annual meetings at the town of Wesson, at such time as may be fixed by the by-laws, and they may prescribe in the by-laws, if they see fit for regular meetings to be held more frequently at a day to be fixed and called, and called meetings of the stockholders may be held upon the call of the president of said company, at such time & place as he may designate; Provided,
506 that he shall give ten days' notice, by advertisement, in some newspaper published in New Orleans, that has the largest

circulation among the American population, and also in Jackson, Mississippi, of the time fixed for such meeting.

SEC. 7. Be it further —, That the business of said company shall be conducted under the management of five directors, to be chosen annually by the stockholders, and said directors shall select the officers of said company and shall enact the by-laws for the regulation and government of the conduct of the affairs of said company, and do any other act consistent with this charter proper to be done in the management & business of this company; Provided, that no by-laws shall be valid or in force until submitted to and approved by the stockholders, at a meeting thereof. Regular meetings of the directors shall be held once every six months, or oftener, if
507 prescribed in the by-laws, and called meetings may be held upon the call of the president, upon notice to be given by the president to each director, and it shall require the presence of at least three directors to constitute a quorum to do business.

SEC. 8. Be it further enacted, That the officers of this company shall consist of a president—who shall always be one of the directors and a stockholder, and a secretary and treasurer, who shall hold their offices for the term of one year and until their successors are appointed; Provided, however, that they, or either of them, may be at any time removed by the vote of the stockholders representing a majority of the whole stock, and shall be paid such compensation as the directors may fix, and the same person may hold, if the directors see fit, the office of secretary and treasurer. The duties
508 of the president, and of the secretary and treasurer shall be such as are usually performed by such officers in similar comparisons, or as may be fixed and prescribed in the by-laws or by the directors.

SEC. 9. Be it further enacted, That the directors shall report annually, or oftener — required, to the stockholders the condition of the affairs of the company, and shall declare and pay over annually, or oftener, if required, to the stockholders such dividends as may accrue upon the stock. A stock book shall be kept by the secretary of all the stockholders of said company, and of the respective amounts of stock held by such, and transfers of the stock may be made in the manner prescribed by the by-laws, and when made it shall be the duty of the secretary to enter the same on the stock books; Provided, however, that no transfer shall be valid as against the corporation, so long as the stockholders *make* such transfer shall be indebted to the corporation for any cause whatever. The stock of all the
509 stockholders shall be held as pledged to the corporation for all indebtedness of the owner or owners thereof.

SEC. 10. Be it further enacted, That all the rights, privileges and franchises that were heretofore granted to the Mississippi Manufacturing Company, so far as the same can be made applicable, and are not inconsistent with the special provisions of this act, are hereby extended to and conferred upon the corporation hereby created.

SEC. 11. Be it further enacted, That amendments to this charter so as to bind the incorporators may be hereafter accepted by the

stockholders who may hold a majority of the shares of stock and vote a majority of votes for such amendment.

SEC. 12. Be it further enacted, That after this corporation is organized by the acceptance of this charter, the said John T. Hardie, William Oliver, C. M. Vaiden, H. S. McComb, A. M. West, D. D. Fullalove, and A. Walker may act as provisional directors, and may prepare a code of by-laws for the management of the company, to be submitted to the stockholders for approval, and may appoint temporary officers until regular officers are appointed, and the power of the said provisional directors shall cease and determine as soon as regular directors are chosen under this charter.

SEC. 13. Be it further enacted, That the real and personal property of said company shall be subject to the same taxes and to be assessed and collected in the same way that the real and personal property of individual citizens is assessed and taxed, and not otherwise.

SEC. 14. Be it further enacted, That this act shall take effect and be in force from and after its passage.

Approved April 13, 1871.

An act supplemental to an act entitled "An act to incorporate the Mississippi mills," approved April 13, 1871.

Whereas, in the original draft of the act entitled "An act to incorporate the Mississippi mills," approved April 13th, 1871, it was provided by section 2, that the capital stock of said company should be two hundred and fifty thousand dollars, and the said act was so passed by both houses of the legislature, but by mistake the same was changed, when said act was enrolled, to five hundred and fifty thousand dollars, and the act so enrolled was signed by the speaker of the house of representatives, and president of the senate and approved by the governor; Now in order to correct said mistake—

SECTION 1. Be it enacted by the legislature of the State of Mississippi, That the said act, incorporating the Mississippi mills, be so amended, that the capital stock of said company shall be two hundred and fifty thousand dollars, as originally intended and designed, and not five hundred and fifty thousand dollars, as by mistake in enrolling said act, the capital stock was declared to be.

SEC. 2. Be it further enacted, That this act shall take effect and be in force from and after its passage.

Approved, May 8th, 1871.

OFFICE OF SECRETARY OF STATE, JACKSON, MISSISSIPPI.

I, James Lynch, secretary of state, do certify the act hereto attached, entitled "An act supplemental to an act entitled An act to incorporate the Mississippi mills," approved April 13th, 1871, is a true and correct copy of the original now on file in this office.

Given under my hand and the great seal of the State of Mississippi, hereunto affixed, this 9th day of May, 1871.

JAMES LYNCH,
Secretary of State.

By-Laws.

Article I.

There shall be a meeting of the stockholders held at the company's office, in the town of Wesson, on the first Wednesday of July, 1872, and annually thereafter, for receiving and
513 considering the annual report of the directors and for the election of directors for the ensuing term; as also for the transaction of any other business that may come properly before them not inconsistent with the provisions of the charter.

Article II.

There shall be a meeting of the board of directors held on the first Wednesday of July and January of each year, the first meeting to take place on the first Wednesday of July, 1871. Special meetings may be called by the president or by written request of two or more of the directors.

Article III.

The directors shall at each annual convention of stockholders submit for their consideration an annual report showing the full transactions of the previous year and the then financial condition of the company.

Article IV.

514 The officers of this company shall consist of a president, secretary, and treasurer. The office of secretary and treasurer shall be filled by one person.

Article V.

The president shall be the chief executive officer and responsible head of the company, and as such shall have the general control and management of the business.

Article VI.

The secretary and treasurer shall keep a record of all the acts and proceedings of the stockholders and directors at any and all their meetings. He shall countersign all official papers made by the president. As treasurer he shall have the custody of all the records of the company, the evidence of titles to property, all monies, notes, and other valuable papers, and receive and pay out money under the general sanction of the president. He shall keep a record of his acts as treasurer and make a report thereof to the president for the annual meeting of stockholders and at any other time
515 when so required by the president.

Article VII.

The officers of this company shall constitute an executive committee, who shall have and possess the power to manage and control the property, effects, and business of the company, and for this purpose shall have plenary powers, not inconsistent with the charter and by-laws of the company, provided they shall not incur any debt or liability exceeding fifty thousand dollars, without the approval of the board of directors.

Article VIII.

The stock of this company shall be transferable only at the office of the company, by the party owning it or by his or their legal representative, upon surrender of the original certificate and full compliance with the by-laws and charter.

Article IX.

The stockholders may be represented either in person or by proxy in any of the meetings of this company, and each and every
516 share shall entitle the holder thereof to one vote.

Article X.

The president, in connection with the secretary and treasurer, are hereby authorized to make and enforce such rules and regulations for the government of the operation, the hours of work, & the general management of the operative department as they may deem proper and necessary. They shall also have power to appoint all subordinate officers & agents in their respective departments and fix the compensation of each; provided that the appointments by the secretary and treasurer shall be by and with the advice and consent of the president. They shall also have power to remove the same for incompetency, neglect of duty, or for any other sufficient cause.

Article XI.

In case of the death of the secretary or treasurer the president shall have the power to appoint a successor until the next
517 annual meeting of the directors.

Article XII.

No sale of real estate within one mile of the factory belonging to the corporation (or privilege of domicile, except as renters) shall be sold or leased to any person without the full consent of the entire directory, & even then not without restrictions and limitations to protect the company from nuisances.

Board of directors—C. M. Vaiden, H. S. McComb, A. M. West, Wm. Oliver, Jno. T. Hardie.

Officers—Jno. T. Hardie, president; Wm. Oliver, secretary and treasurer.

Deposition of William Oliver, complainant.

518 *Record in Suit Mississippi Mills vs. Mrs. Fannie Cohn et al., No. 90.*

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

Be it known that on the 5th day of July, A. D. 1883, the plaintiffs, The Mississippi Mills, by its attorney, W. G. Wyly, filed in the office of the clerk of the eight- judicial district court in and for the parish of East Carroll, Louisiana, its petition against Mrs. Fannie Cohn *et al.*, which is numbered on the docket of said court 446, and is in the words and figures following, to wit:

519 *Petition in Suit Mississippi Mills vs. Mrs. F. Cohn et als.*

To the honl. the judges of the eighth district court in and for the parish of East Carroll:

The petition of the Mississippi mills, a manufacturing corporation dominated and doing business at Wesson, State of Mississippi, and acting here by the said corporation's president, E. Richardson, with respect shows—

That the said corporation is the judgment creditor of Simon Cohn, residing in this parish vnd State, for the sum of $751.46, with 8 per cent. per annum interest thereon from the 2nd of February, 1881, judgment against him having been rendered on July 11th, 1882, as will more fully appear by reference to the suit and judgment styled Mississippi Mills *vs.* Simon Cohn, No. 311 on the docket of this honl. court, annexed hereto for reference.

Petitioner alleges that the said Simon Cohn about the year 1880 conceived & organized a systematic scheme of fraud to enrich himself at the expense of creditors; that he deliberately pro-
520 ceeded to carry it out by first establishing a large credit in different parts of the country in order to get into his hands large stocks of goods obtained on credit from your petitioner and other dealers, and then by rapidly selling out these goods and merchandise in original packages at a great sacrafice in order to convert the same into cash and thereby place his property beyond the reach of petitioner and other creditors.

Petitioner alleges that in order to render successful this vast scheme of spoilation and fraud the said Simon Cohn combined and colluded with his wife, Mrs. Fannie Steinhardt; his mother-in-law, Mrs. Henrietta Steinhardt; his brother, Alexander Cohn, and others, and made use of them to cover up his property in their names so as to deprive petitioner and other creditors of their eventual right upon it for the payment of their claims.

Petitioner charges that the said Simon Cohn, the said Mrs. Fannie Cohn, the said Mrs. Henrietta Steinhardt, the said Alex-
521 ander Cohn, and others have combined and colluded together to defraud petitioner and other creditors of the said Simon

Cohn of their just rights, and that by simulated and fraudulent transfers of money and other property from one to another the effect has been to injure and defraud the petitioner and other creditors of the said Simon Cohn.

Petitioner alleges that by these covert, simulated, and fraudulent acts the said Simon Cohn has ostensibly rendered himself insolvent and practically deprived his creditors of their rights upon his property.

Petitioner alleges that the said Cohn, although apparently insolvent and possessed of no property in his own name, is now, by acting in the name of interposed parties, enjoying with his confederates the fruits of their great -rong, the proceeds of the goods obtained from petitioner and others by false representations and appearances.

Petitioner charges that as one step in carrying out this conspiracy to defraud creditors of the said Simon Cohn the said Cohn,
522 by collusion and fraud with his wife and others, procured a suit to be brought against him by his said wife for a seperation of property in order that he might place his property in his wife's hands and thereby defraud his creditors.

Petitioner alleges that on the 15th of March, 1881, a judgement of seperation of property was rendered pretending to establish a claim of the said Mrs. Cohn against her husband for $4,000.00 and decreeing a separation of property, as will more fully appear by reference to the said suit and judgment, styled "F. Steinhardt *vs.* Simon Cohn," No. 178 on the docket of this honorable court, annexed hereto for reference.

Petitioner alleges that the said judgment was rendered upon a claim having no cause or foundation in fact; that the said Mrs. Cohn had no paraphernal funds, and that if she had (which is denied) they were not endangered, because she was thoroughly cog-
nizent of the fact that the said Cohn's insolvency and
523 embarrassment were at the time only pretences made use of by him to consummate the fraud and cover up and put his money and other property in her own hands and in the hands of her mother as parties interposed and thereby defeat the pursuit of his creditors.

Petitioner charges that the said Cohn made no real defence to the said suit, he being desirous and willing to make use of judicial forms to place his property in the name of his wife and other interposed parties, so as to place it beyond the reach of his creditors and thereby defraud them; that the said judgment is simulated, fraudulent, collusive, and void.

Petitioner alleges that the said judgment of separation of property is a mear nullity; that it has never been carried into effect; that no *fi. fa.* has ever been issued, and if execution has issued (which is denied) that there has been no seizure and return made of the
524 same and the writ has expired, and that there has been no *bona fide* uninterrupted demand for payment.

Petitioner alleges that in pursuance of the scheme to defraud and despoil petitioner and other creditor- the said Simon Cohn executed

a simulated mortgage in favor of his brother, Alexander Cohn, and on the 24th of May, 1881, procured executory proceedings thereon, and on the 16th July, 1881, under the foreclosure of said sham mortgage a certain brick storehouse and lots belonging to Simon Cohn in Lake Providence were adjudicated to his mother-in-law, Mrs. Henrietta Steinhardt, for the pretended sum of 3,333.33⅓ cash, as will appear by the foreclosure styled Alexander Cohn *vs.* Simon Cohn, No. 211, annexed hereto for reference.

Petitioner charges that the said mortgage and foreclosure were fraudulent and simulated throughout and were mere expedients whereby this valuable property of Simon Cohn was to be
525 transferred by the forms of law from himself to Mrs. Steinhardt. It was a mere trick whereby said conspirators sought to interpose Mrs. Steinhardt to hold the property from the pursuit of petitioner and other creditors of Simon Cohn in order that he might enjoy the benefit thereof through said party interposed.

Petitioner charges that said property actually belongs to Simon Cohn and that the said foreclosure and sa*il* were unreal and a m*e*ar sham, resorted to to cover up the property of Simon Cohn and defeat his creditors.

Petitioner denies that there was any real sale under said foreclosure and alleges that if the price was paid as pretended and the transaction was real the money made use of (if any) by her in paying for the same was not her property, but belonged in fact
526 to Simon Cohn, and the said Simon Cohn and his wife and the said Mrs. H. Steinhardt fraudulently colluded together for the purpose of placing his said property out of his hands and making the said Mrs. H. Steinhardt the ostensible owner in order to avoid the just claims of petitioner and other creditors.

As another step in the said conspiracy and fraud, petitioner alleges that in May, 1882, the said Mrs. Henrietta Steinhardt became the ostensible purchaser from John Chaffe and Sons, of New Orleans, of what is known as the John Spinnetti property, at the corner of Lake & Levy streets, block 1, in the town of Lake Providence, for the price of $3,500.00, as will appear by the act of sale recorded in Notarial Book 2, folios 413 & 414.

Petitioner charges that the money used in said purchase from John Chaffe & Sons belonged to Simon Cohn, who, in fact,
527 purchased the property in her name as an interposed party; that it was purchased for his benefit and with his individual funds, fraudulently acquired by him from petitioner and other creditors; that it was a mere investment of the funds of Simon Cohn in the name of Mrs. Henrietta Steinhardt, who has no real interest in the said property; that she acts only as an interposed party, lending her name to her son-in-law in order that he may defeat his creditors and enjoy the money of which he has despoiled them.

Petitioner alleges that the said property in fact belongs to said Simon Cohn and should be held liable to the judgment of plaintiff and other creditors.

Petitioner alleges as another step in the systematic scheme of

Cohn of their just rights, and that by simulated and fraudulent transfers of money and other property from one to another the effect has been to injure and defraud the petitioner and other creditors of the said Simon Cohn.

Petitioner alleges that by these covert, simulated, and fraudulent acts the said Simon Cohn has ostensibly rendered himself insolvent and practically deprived his creditors of their rights upon his property.

Petitioner alleges that the said Cohn, although apparently insolvent and possessed of no property in his own name, is now, by acting in the name of interposed parties, enjoying with his confederates the fruits of their great -rong, the proceeds of the goods obtained from petitioner and others by false representations and appearances.

Petitioner charges that as one step in carrying out this conspiracy to defraud creditors of the said Simon Cohn the said Cohn,
522 by collusion and fraud with his wife and others, procured a suit to be brought against him by his said wife for a seperation of property in order that he might place his property in his wife's hands and thereby defraud his creditors.

Petitioner alleges that on the 15th of March, 1881, a judgement of seperation of property was rendered pretending to establish a claim of the said Mrs. Cohn against her husband for $4,000.00 and decreeing a separation of property, as will more fully appear by reference to the said suit and judgment, styled "F. Steinhardt *vs.* Simon Cohn," No. 178 on the docket of this honorable court, annexed hereto for reference.

Petitioner alleges that the said judgment was rendered upon a claim having no cause or foundation in fact; that the said Mrs. Cohn had no paraphernal funds, and that if she had (which is denied) they were not endangered, because she was thoroughly cog-
nizent of the fact that the said Cohn's insolvency and
523 embarrassment were at the time only pretences made use of by him to consummate the fraud and cover up and put his money and other property in her own hands and in the hands of her mother as parties interposed and thereby defeat the pursuit of his creditors.

Petitioner charges that the said Cohn made no real defence to the said suit, he being desirous and willing to make use of judicial forms to place his property in the name of his wife and other interposed parties, so as to place it beyond the reach of his creditors and thereby defraud them; that the said judgment is simulated, fraudulent, collusive, and void.

Petitioner alleges that the said judgment of separation of property is a *mear* nullity; that it has never been carried into effect; that no *fi. fa.* has ever been issued, and if execution has issued (which is denied) that there has been no seizure and return made of the
524 same and the writ has expired, and that there has been no *bona fide* uninterrupted demand for payment.

Petitioner alleges that in pursuance of the scheme to defraud and despoil petitioner and other creditor- the said Simon Cohn executed

a simulated mortgage in favor of his brother, Alexander Cohn, and on the 24th of May, 1881, procured executory proceedings thereon, and on the 16th July, 1881, under the foreclosure of said sham mortgage a certain brick storehouse and lots belonging to Simon Cohn in Lake Providence were adjudicated to his mother-in-law, Mrs. Henrietta Steinhardt, for the pretended sum of 3,333.33⅓ cash, as will appear by the foreclosure styled Alexander Cohn *vs.* Simon Cohn, No. 211, annexed hereto for reference.

Petitioner charges that the said mortgage and foreclosure were fraudulent and simulated throughout and were mere expedients whereby this valuable property of Simon Cohn was to be
525 transferred by the forms of law from himself to Mrs. Steinhardt. It was a mere trick whereby said conspirators sought to interpose Mrs. Steinhardt to hold the property from the pursuit of petitioner and other creditors of Simon Cohn in order that he might enjoy the benefit thereof through said party interposed.

Petitioner charges that said property actually belongs to Simon Cohn and that the said foreclosure and sa*il* were unreal and a me*ar* sham, resorted to to cover up the property of Simon Cohn and defeat his creditors.

Petitioner denies that there was any real sale under said foreclosure and alleges that if the price was paid as pretended and the transaction was real the money made use of (if any) by her in paying for the same was not her property, but belonged in fact
526 to Simon Cohn, and the said Simon Cohn and his wife and the said Mrs. H. Steinhardt fraudulently colluded together for the purpose of placing his said property out of his hands and making the said Mrs. H. Steinhardt the ostensible owner in order to avoid the just claims of petitioner and other creditors.

As another step in the said conspiracy and fraud, petitioner alleges that in May, 1882, the said Mrs. Henrietta Steinhardt became the ostensible purchaser from John Chaffe and Sons, of New Orleans, of what is known as the John Spinnetti property, at the corner of Lake & Levy streets, block 1, in the town of Lake Providence, for the price of $3,500.00, as will appear by the act of sale recorded in Notarial Book 2, folios 413 & 414.

Petitioner charges that the money used in said purchase from John Chaffe & Sons belonged to Simon Cohn, who, in fact,
527 purchased the property in her name as an interposed party; that it was purchased for his benefit and with his individual funds, fraudulently acquired by him from petitioner and other creditors; that it was a mere investment of the funds of Simon Cohn in the name of Mrs. Henrietta Steinhardt, who has no real interest in the said property; that she acts only as an interposed party, lending her name to her son-in-law in order that he may defeat his creditors and enjoy the money of which he has despoiled them.

Petitioner alleges that the said property in fact belongs to said Simon Cohn and should be held liable to the judgment of plaintiff and other creditors.

Petitioner alleges as another step in the systematic scheme of

spoilation and fraud as aforesaid that the said Simon Cohn, in July, 1882, had himself appointed the general and special
528 attorney-in-fact of his mother-in-law, Mrs. Henrietta Steinhardt, who resides with him as a member of his family, so, while his property remains ostensibly in her name, he has in fact the full enjoyment, use, and control thereof, with full power of administration and disposition of all the property ostensibly belonging to Mrs. Henrietta Steinhardt, but actually belonging to himself.

Petitioner charges that the said Simon Cohn is fraudulently and collusively using the name of Mrs. Henrietta Steinhardt merely as a cloak and shelter to cover up his property and carry on business for himself while pretending to act as her agent, and actually control-ing his own funds and property for his own benefit, so that by this simulated and fraudulent method the said Cohn enjoys all the advantage, benefit, and profit to be derived as owner from
529 his property, while his creditors are deprived of recourse upon it for the payment of this demand.

Petitioner alleges that, as another step in the said conspiracy and fraud, in September, 1882, the said Simon Cohn, while ostensibly acting in the name of the said Mrs. Henrietta Steinhardt, but in reality for himself, for his own purposes and with his own funds, purchased from Vincent Gargaro the lot of ground and building situated at the west corner of Lake & Church streets, in the town of Lake Providence, known as the Fireman's hall, together with the shares of stock of the Providence Fire Company No. 1 in and to said lot and building, for the sum of $1,750.00, as well appear by the deed recorded in Notarial Book Q, folios 437 & 438 & 439, which will be offere- in evidence.

Petitioner charges that the said Fireman's Hall property — actually purchased by the said Simon Cohn with the funds
530 acquired from petitioner and other creditors by spoilation and fraud; that he purchased it for his own use and benefit, though the title was ostensibly taken by him as mandatory of the said Mrs. Henrietta Steinhardt, *her* being used as an interposed party for the collusive and fraudulent purpose of investing funds and acquiring property in such a way as to defeat the pursuit of petitioner and other creditors of Simon Cohn; that, so far as said sale purports to transfer said property to the said Mrs. Henrietta Steinhardt, it is simulated, fraudulent and collusive, and of no effect as regards the rights of petitioner and other creditors of Simon Cohn; that Simon Cohn is the real owner and said property should be decreed liable to seizure under petitioner's judgment.

Petitioner shows, as another step of the said collusion and fraud between Simon Cohn and his wife and his said mother-in-law,
531 that on the — day of ——, 1883, the said Simon Cohn, ostensibly as agent for his said mother-in-law, but really for himself, purchased the stock of goods in the store heretofore conducted by Jim Peck, a Chinaman, and now carries on the business of merchandising in the building formerly occupied as a store by said Peck,

the same being one of the rooms of the John Spinnetti property hereinbefore mentioned.

Petitioner charges that the goods and the capital upon which said store is now operated in the name of Mrs. Henrietta Steinhardt actually belong to Simon Cohn; that he is the real owner of said store, and that his mother-in-law, who resides with him as a member of his family, is merely an interposed party.

That this store-keeping in the name of Mrs. Henrietta Steinhardt is a mere trick resorted to by Simon Cohn, whereby he intends to pursue the occupation of merchandising in such a way as to
532 avoid the pursuit of his creditors.

Petitioner charges that the investing of the funds of Simon Cohn in the property hereinbefore described and the acquisitions of the titles thereof in the name of Mrs. Henrietta Steinhardt is also a trick of the said Simon Cohn, whereby he seeks by interposing his mother-in-law's name to hold and enjoy all this property and defeat the recovery of the claims of petitioner and other creditors by subjecting said property to sale.

Petitioner charges that it is the ultimate purpose of said conspirators, Simon Cohn, his wife, and his mother-in-law (the whole family), to have all the property heretofore mentioned, as well as the store, transferred to the wife of Simon Cohn, to the end that he may own and enjoy the fruits of his spoilation of petitioner and other creditors, having the titles of all the property and all his business conducted by him as agent for his wife, and thereby keep his creditors
533 out of their just rights.

Petitioner charges that the said Simon Cohn has put his business and property for the time being in the name of his mother-in-law solely because he thinks it safer to do so at this time, in view of the fact that a suit is pending by his creditors, wherein they assail the judgment of the wife of said Simon Cohn against him.

Petitioner charges that the end and aim of the said conspirators were and are to transfer the property through the forms of laws, through sham mortgages, sham sales, and interposed parties from Simon Cohn to his wife, to the end that he may make successful his scheme of fraud and spoilation against petitioner and other creditors; that in the meantime the titles of Simon Cohn's property & business as aforesaid are lodged in the name of his said mother-in-law as an interposed party, because the thing would look
534 more plausible that the mother-in-law should just at this time stand out as the owner and business member of the family rather than the wife of Simon Cohn, whos- judgment against her husband has been assailed as aforesaid.

Furthermore, as a shrewd trick, the putting of the property in the name of the mother-in-law is calculated to discourage creditors of Simon Cohn in assailing the judgment of his wife against him, so that by the indifference of creditors and by the lapse of time the said judgment of Mrs. Cohn may become good, when the transfer of her husband's property will be made to her, as it doubtless will be, by her mother as soon as it is safe to do so.

Petitioner alleges that by fraud and by the interposition of the

said Mrs. Henrietta Steinhardt and others the said Simon Cohn has put all his property out of his own name, so that there is nothing to be seized in the name of Simon Cohn whereby petitioner's
534½ judgment can be paid; that unless the said fraudulent and simulated judgments, acts, and transfers are revoked by the court and said property held to belong to Simon Cohn and liable for his debts petitioner will be unable to enforce its said judgment or collect its claim.

Petitioner alleges that it has been injured by the collusion and fraud of said Simon Cohn and his wife and said mother-in-law, by said judgment of Mrs. Fannie Cohn against her husband, Simon Cohn, and by the acts and transfers as aforesaid.

Wherefore petitioner prays that the said Simon Cohn, the said Mrs. Fannie Cohn, and the said Mrs. Henrietta Steinhardt (all residing in this parish & State) may all be duly cited to answer hereto, and on trial that the said judgement styled Mrs. F. Steinhardt *vs.* Simon Cohn, "No. 178," may be declared simulated, collusive, & fraudulent and the same be annulled; that the purchase at sheriff's sale in the name of the said Mrs. Henrietta Steinhardt of said
535 brick storehouse and lots in Lake Providence be declared to be simulated as regards the said Mrs. Henrietta Steinhardt, and that said property be decreed to belong to said Simon Cohn and liable to petitioner's judgment; that the said purchase in the name of the said Mrs. Henrietta Steinhardt of the said John Spinnetti property, at the corner of Lake and Levee streets, in block one, in the town of Providence, be declared to be simulated and fraudulent as to the said Mrs. Henrietta Steinhardt, and the same be decreed to be the property of Simon Cohn and liable to the judgment of petitioner; that the said purchase in the name of the said Mrs. Henrietta Steinhardt by said Simon Cohn, as agent, of the said Firemen's Hall property from Vincent Gargaro be declared to have been made actually by said Simon Cohn, and that the same be decreed to be his property and liable to the judgment of petitioner, and that the store conducted in the name of Mrs. Henrietta Steinhardt may be decreed to belong to Simon, and that all the goods and capi-
536 tal in said store be held to be liable to seizure under petitioner's said judgment.

Petitioner further prays that the said judgment, acts, and transfers may be decreed to be fraudulent as to petitioner, and that in the purchases aforesaid the said Mrs. Steinhardt be decreed to be merely an interposed party for Simon Cohn, and that all his said property be held liable to the claim of petitioner and his other creditors.

Petitioner prays for trial by jury, for costs, and for general relief in the premises.

W. G. WYLY, *Att'y.*

Endorsement on petition:
Filed July 5th, 1883. F. H. G. Taylor, d'y cl'k.

537 *Citation for Simon Cohn.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 446.

The State of Louisiana & said court to Simon Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Mississippi Mills, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition, in writing, in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

Witness the Hon. E. J. Delony, judge of said court, and [SEAL.] the seal of said court, this the 9th day of July, A. D. 1883.

C. T. HEDRICK, *Clerk*,
By F. H. G. TAYLOR,
Deputy Clerk.

Delivered July 9th, 1883.

F. H. G. TAYLOR, *D'y Cl'k.*

538 *Sheriff's Return.*

Received the within citation, together with a certified copy thereof and a certified copy of the petition, on the 9th day of July, A. D. 1883, and on the same day, month, and year made service of same by handing said copies to the within-named Simon Cohn in person in the parish of East Carroll, La.

For M. S. POWELL, *Sh'ff*,
G. W. FOSTER, *D. S.*

Endorsement on citation:
Returned and filed July 11th, 1883. F. H. Taylor, d'y cl'k.

Citation for Mrs. Fannie Cohn.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 446.

The State of Louisiana and said court to Mrs. Fannie Cohn, residing in said parish and State, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Mississippi Mills, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition in writing in the office of the clerk of said
539 court, held at Providence, in said parish, within ten days after service thereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

Witness the Hon. E. J. Delony, judge of said court, this the 9th day of July, A. D. 1883.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR, *D'y Cl'k.*

Delivered July 9th, 1883.

F. H. G. TAYLOR, *D'y Cl'k.*

Sheriff's Return.

Received the within citation, together with a certified copy of the petition, on Monday, the 9th day of July, A. D. 1883, and on the same day, month, and year served the same by handing said certified copies to the defendant, Mrs. Fannie Cohn, in person in the parish of East Carroll, La.

M. S. POWELL, *Sh'ff*,
By G. W. FOSTER, *D. S.*

Endorsement on citation:
Returned and filed July 11th, 1883. F. H. G. Taylor, deputy clerk.

540 *Citation for Mrs. Steinhardt.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

The State of Louisiana and said court to Mrs. Henrietta Steinhardt, Greeting:

You are hereby summoned either to comply with the demand contained in the petition of the said Mississippi Mills, a duly certified copy of which accompanies this citation, or to deliver your answer to the said petition in writing in the office of the clerk of said court, held at Providence, in said parish, within ten days after service hereof, adding one day for every ten miles your residence may be distant from the court-house of said parish, and according to law.

Witness the Honl. E. J. Deloney, judge of said court, this the 9th day of July, A. D. 1883.

C. A. HEDRICK, *Cl'k*,
By F. H. G. TAYLOR, *D'y Cl'k.*

Delivered July 9th, 1883.

F. H. G. TAYLOR, *D'y Cl'k.*

Sheriff's Return.

Received the within citation and a certified copy thereof, together with a certified copy of the petition, on Monday, the 9th
541 day of July, 1883, and on the same day, month, and year served the same by handing said copies to Mrs. Steinhardt in person in the parish of East Carroll, La.

For M. S. POWELL, *Sh'ff*,
GEO. W. FOSTER, *D. S.*

Filing on return:

Returned and filed July 11th, 1883. F. H. G. Taylor, deputy clerk.

Answer of Mrs. Steinhardt.

LOUISIANA,
Parish of East Carroll.

Eighth District Court.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

In this case comes Mrs. Henrietta Steinhardt, made defendant herein, and for answer denies generally and particularly every allegation of plaintiff's petition so far as it applies to her.

Further answering, she denies specially and particularly any collusion or conspiracy in connection with Simon Cohn and his wife or with any other person or persons to defraud the creditors of said Cohn or for any other purpose.

542 She shows that if any conspiracy or collusion existed between said Cohn and his said wife that defendant is entirely ignorant of the same; that said Cohn is her son-in-law and she makes his house her home, and that he has charge of her business and manages and conducts the same for her, but that she uses or has used any funds belonging to him in her business she absolutely denies. She shows to the court that she has funds of her own, which, together with her credit, has been sufficient to carry on all her business, and that all the funds used to buy the various pieces of property as set forth in the petition were her individual funds, as she will show upon the trial hereof.

Further answering, she denies that the money used to purchase the property from John Chaffee & Sons, known as the Spinnetti property, was the money of said Cohn, or that said property was purchased for him, but she alleges that the same was bought for her and paid for with her own private funds, for her own use and benefit, and she denies that there was any fraud, collusion, or understanding between her and said Cohn.

543 She alleges that the transaction was a strictly honest and fair business transaction, and she further alleges that the Firemen's Hall property, purchased from Vincent Gargaro, as set forth in the petition, was purchased with her own individual funds and is in reality her *her* private property, in which said Cohn has no individual interest, directly or indirectly, but has acted and still acts simply as her agent in the purchase and management of the same.

That he is required to and does account to her strictly for the revenues thereof and for the revenues of all her other property managed by him.

Further answering, she denies that the store business carried on in her name is in any manner fraudulent, or that said Cohn has any personal interest in the same, or that she is an interposed person, but she alleges that all the money invested therein is her own individual money and the profits and losses of the business, whatever they may be, are solely her own.

544 Further answering, she shows that the brick store refer-ed to in the petition was purchased by her at sheriff's sale and set forth in good faith, and that if there was any fraud or collusion connected with the giving of the mortgage under which it was sold she knows nothing of it, and therefore denies the allegations and requires strict proof.

Demand in Reconvention.

And now, assuming the position of plaintiff, the defendant shows that she is and was at the time of the institution of this suit a merchant doing business in her own name in the town of Lake Providence.

That in the conduct of her business it sometimes becomes necessary for her to avail herself of her credit and her reputation for honesty and fair dealing, and that without such aids her business must suffer and she thereby suffer injury and loss. She alleges that her credit up to the institution of said suit was good in all the cities where she de-lt.

545 She shows that the charges of fraud and collusion made against her are utterly false and without foundation, but that they have been reported to the various commercial agencies of the country, and the effect thereof has been to cast suspicion on her and to injure her credit and correspondingly to injure her business as a merchant and to inflict pecuniary loss upon her.

She alleges that the said charges and allegations were intended to have that effect, and that they are malicious slanders upon her good name and reputation, and that she has not only suffered great pecuniary loss, but has been greatly damaged in her feelings by the false and unjustifiable attacks made upon her character.

That her pecuniary loss and damage in consequence of the conduct of plaintiff amounts to at least five thousand dollars, and in her feelings she has suffered damages to a like amount.

Wherefore she prays that this suit be dismissed and that she recover of the plaintiff herein in reconvention the said several
546 suits as damages, together with 6 % interest, for costs and general relief.

F. F. MONTGOMERY, *Att'y.*

Said answer endorsed as follows:
Filed October 13th, 1884. Wm. Rous, cl'k.

Extract from Minutes of March 28th, 1885.

SATURDAY, *March 28th*, 1885.

Court met pursuant to adjournment.

* * * * * * *

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 446.

Plaintiff filed motion and bond for removal of cause to United States circuit court for the western district of Louisiana.

547 *Petition for Removal.*

In the 8th District Court in and for the Parish of East Carroll, State of Louisiana.

MISSISSIPPI MILLS, Pl'ff,
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

Petition for removal to the circuit court of the United States for the western district of Louisiana, holding sessions at Monroe, Louisiana.

To the honl. judge of the eighth district court in and for the said *eighth district court in and for the* parish of East Carroll, Louisiana:

Your petitioner, The Mississippi Mills, a manufacturing corporation domiciled and doing business at Wesson, State of Mississippi, herein represented by its president, E. Richardson, respectfully shows to this honl. court that the matter and amount in dispute in the above-entitled suit exceeds, exclusive of costs, the sum or value of five hundred dollars.

That the controversy in said suit is between citizens of different States, and that your petitioner was at the time of the com-
548 mencement of this suit and still is a citizen of the State of Mississippi, and that all the defendants, to wit, Simon Cohn, his wife, Mrs. Fannie Cohn, and his mother-in-law, Mrs. Henrietta Steinhardt, were then and still are citizens of this State.

Your petitioner further represents that it has reason to and does believe that from prejudice or local influence it will not be able to obtain justice in the State court aforesaid.

And your petitioner offers herewith a bond, with good and sufficient surety, for its entering in said circuit court of the United States on the first day of next session a copy of the record in this suit and for paying all costs that may be awarded by said circuit court if said court shall hold that this suit was wrongfully or improperly removed thereto.

And it prays this honorable court to proceed no further herein except to make the order of removal required by law and to accept said surety and bond and to cause the record herein to be
549 removed into said circuit court of the United States in and for the western district of Louisiana, holding sessions at Monroe; and it will ever pray.

W. G. WYLY,
Att'y for Petitioner.

Affidavit.

STATE OF LOUISIANA,
City & Parish of Orleans, } ss:

Personally appeared before the undersigned authority Edward Richardson, who, being sworn, depose- and says that he is president of the Mississippi Mills, a manufacturing corporation established by the laws of Mississippi and domiciled at Wesson, Mississippi; that he has read the foregoing petition and knows the contents thereof, and that the statements and allegations therein contained are true and correct, as he verily believes.

E. RICHARDSON, *Pres'd't.*

Sworn and subscribed before me this the 25th day of March, 1885, at New Orleans, Louisiana.

[SEAL.] ANDREW HERO, JR., *Not. Pub.*

550 *Bond for Removal.*

Know all men by these presents that the Mississippi Mills, a manufacturing corporation of the State of Mississippi, as principle, and I, W. J. Wyly, as surety, are held and firmly bound unto Wm. Rous, clerk, or to the defendants, Simon Cohn, Fannie Cohn, and Henrietta Steinhardt, or to whom it may concern, in the penal sum of five hundred dollars; the payment whereof, well and truly to be made unto said William Rous, clerk, or the said defendants, Simon & Fannie Cohn & Henrietta Steinhardt, heirs and assigns, we bind ourselves, our heirs, representatives, and assigns, jointly and severally, firmly by these presents—

Yet upon these conditions: The said Mississippi Mills having petitioned the honl. eighth district court for the parish of East Carroll for the removal of a certain cause therein pending, wherein The Mississippi Mills is plaintiff and the said Simon Cohn, Fannie Cohn, & Henrietta Steinhardt are defendants, to the circuit court
551 of the United States in and for the western district of Louisiana, holding sessions at Monroe:

Now, if the said Mississippi Mills, your petitioner, shall enter in the circuit court of the United States on the first day of its next session a copy of the record in said suit and shall well and truly pay all costs that may be awarded by the said circuit court of the United States if said court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation to be void; otherwise in full force and virtue.

[SEAL.] Witness our hands and seals this the 25th day of March, 1885.

MISSISSIPPI MILLS,
By E. RICHARDSON, *Pres'd't.*
W. G. Wyly (*Surety*).

Extract from Minutes, March 30th, 1885.

MONDAY, *March 30th*, 1885.

Court met pursuant to adjournment.

* * * * * * *

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

Opposition to removal of cause to the United States circuit court filed.

552 *Op-osition of Mrs. Steinhardt to Removal.*

8th District Court, Parish of East Carroll, Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.*

Now comes the defendant Henrietta Steinhardt, — for answer *of* the petition of plaintiff applying for a removal of this cause to the circuit court of the United States, shows that neither the petition nor the affidavit attached is sufficient under the law to authorize the removal.

That the plaintiff, being simply a corporation, cannot "believe" there is prejudice or local influence.

The petition is not the petition of Edward Richardson, but of the Mississippi Mills.

The allegations of the petition are that owing to "prejudice or *legal* influence," not specifying which cause nor both causes.

That the affidavit is made by Edward Richardson, president, there being nothing in the record to show that he is such officer or that if so he has any authority to make the affidavit or give the bond for removal.

553 That he does not swear of his own knowledge that the allegations of the petition are true, but that they are true "as he verily believes."

Wherefore she prays that this application for removal be rejected.

F. F. MONTGOMERY, *Att'y.*

Which answer is endorsed as follows:
Filed March 30th, 1885. Wm. Rous, clerk.

Extract from the Minutes of the Court on March 31st, 1885.

TUESDAY, *March* 31*st*, 1885.

* * * * * * *

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 446.

The defendant Mrs. Henrietta Steinhardt filed her amended answer to petition of plaintiff for the removal of the cause to the United States court, and the opposition being taken up and heard it was refused upon the ground that the affidavit was insufficient.

The amended answer to petition for removal filed by said Mrs. Fannie Steinhardt reads as follows:

554 *Amended Answer & Opposition to Removal.*

Eighth District Court, Parish of East Carroll, Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 446.

The defendant Henrietta Steinhardt, for further opposition to the removal of this cause to the United States circuit court, shows that the plaintiff has been guilty of laches and this application for removal comes to- late.

That it should have been made at or before the first term of this court at which this case could have been tried.

Further opposing said removal, she shows that the allegations in the petition of prejudice and local influence *is* absolutely and unqualifiedly untrue, there being no such feeling or sentiment complained of.

Wherefore she prays that she be allowed to traverse said petition and that said application be refused.

F. F. MONTGOMERY, *Att'y.*

555 Mrs. Henrietta Steinhardt, being duly sworn, says that all the statements contained in the foregoing answer and opposition are true.

HENRIETTA STEINHARDT.

Sworn to and subscribed before me this 31st day of March, A. D. 1885.

CHAS. R. EGELLY,
Justice of the Peace.

Endorsed as follows:
Filed March 31st, 1885. Wm. Rous, cl'k.

556 The suit and judgment styled Mississippi Mills *vs.* Simon Cohn, No. 311 on the docket of the 8th district court, referred to in the foregoing petition and annexed thereto for reference, is as follows, to wit:

Petition of Mississippi Mills.

The petition of the Mississippi Mills, a manufacturing corporation, located at Wesson, Copiah county, Mississippi (who sues herein through its president, Edward Richardson), residing in Hinds county, Mississippi, with respect shows—

That Simon Cohn, residing in the parish of East Carroll, Louisiana, is justly indebted to said corporation in the sum of six hundred and seventy-nine $\frac{63}{100}$ dollars by reason of the annexed acknowledged account, marked Exhibit A and made a part hereof, the same being for goods furnished by said corporation to the said Cohn during the month of November, 1880.

557 Petitioner alleges that said sum is due and unpaid, although amicably demanded.

Wherefore petitioner prays that said Simon Cohn may be duly cited to answer hereto, and on trial that the said corporation recover judgment against him for said sum of six hundred and seventy-nine $\frac{63}{100}$ dollars, with 8% per annum interest thereon from the 2d February, 1881, and all costs and for general relief.

W. G. WYLY, *Att'y.*

The account referred to in said petition as Exhibit "A" and annexed thereto reads as follows, to wit:

Ac. Stated, Statement "A."

WESSON, MISS., ——, —, 188–.

Mr. S. Cohn, Lake Providence, La., to Mississippi Mills.

1880.		
Nov. 2.	To invoice due Jan. 2, '81	$480 13
" "	" 2, "	95 10
" "	Feb. 2, '81	104 40
		679 63
Jan'y 25, '82,	to interest	71 83
		$751 46

I acknowledge the above amount of $679.63 is correct and
558 justly due by me, and I hereby promise to pay the same to Mississippi Mills, with 8% interest thereon from 2nd February, 1881, — March 6th, 1882.

S. COHN.

And on the margin of *of* said petition is written the following waiver of service, &c.:

Waiver of Citation.

I hereby accept service, and to save costs waive citation and copy of petition and legal delays this 6th March, 1882.

S. COHN.

Said petition endorsed as follows:
Filed March 6th, 1882. F. H. G. Taylor, d'y cl'k.

Extract from Minutes of Court.

WEDNESDAY, *July 5th*, 1882.

Court met pursuant to adjournment.

MISSISSIPPI MILLS
vs.
SIMON COHN. } No. 311.

Default.

Extract from Minutes of Court.

SATURDAY, *July 8th*, 1882.

Court met pursuant to adjournment.

MISSISSIPPI MILLS
vs.
SIMON COHN. } No. 311.

559 Judgment by default made final by due proof in open court. (See decree.)

Judgment.

8th District Court, Parish of East Carroll.

MISSISSIPPI MILLS
vs.
SIMON COHN. } No. 311.

By reason of the law and the evidence being in favor of plaintiff and against defendant, and by further reason of a default herein being this day made final by proof in open court, it is ordered that plaintiff have judgment against said defendant for seven hundred and fifty-one $\frac{46}{100}$ dollars, with 8 % per annum interest thereon from 2nd February, 1881, and all costs.

Read and signed in open court this 11th day of July, 1882.

E. J. DELONY,
Judge 8th Judicial District.

560 *Petition of Fannie Steinhardt for Separation of Property.*

To the honorable the judge of the 8th judicial district court of East Carroll :

The petition of Fannie Steinhardt, wife of Simon Cohn, residing in East Carroll parish, Louisiana, with respect shows that she was married to said Cohn on the 21st day of October, 1875, with whom she has since resided in your said parish.

Petitioner shows that at different times since her said marriage with said Cohn she has furnished him with sums of money amounting in the aggregate to at least four thousand dollars out of her individual means, and that he has used the same for his own purpose, and that he now legally ow-s her said amount, with legal interest from judicial demand.

The particulars of said indebtedness will be shown on the trial hereof.

Petitioner shows that she fears and believes that owing to the disorder of her said husband's affairs his estate will not be
561 sufficient to meet her rights & claims.

Wherefore she prays that she may be authorized to prosecute this suit.

That her said husband, Simon Cohn, be cited to appear and answer hereto.

That there be a judgment decreeing separation of property between them and removing and destroying the community of acqae-ts and gains subsisting between them; that she be fully authorized and empowered to conduct and manage her own affairs, and, finally, that she have judgment against said Simon Cohn for the sum of four thousand dollars, with 5 % per annum interest from judicial demand and all costs of suit, — for general relief in the premises.

F. F. MONTGOMERY, *Att'y.*

Authorization.

In this case it is ordered that Mrs. Fannie Steinhardt, wife of Simon Cohn, be authorized to prosecute this suit.

Done and signed in chambers on this 15th day of March, A. D. 1881.

E. J. DELONY,
Judge 8th Judicial District.

562 Endorsement on petition :
Filed Jan'y 20th, 1881. F. H. G. Taylor, d'y cl'k.'

The citation in this suit, addressed to Simon Cohn, and which should appear on this page, is missing from the files and cannot be found in this office, dil*l*igent search having been made for same by me.

WM. ROUS,
Clerk 8th District Court.

563 *Answer of S. Cohn.*

STEINHARDT
vs.
SIMON COHN. } No. 178.

And now comes defendant and, for answer, denies generally each and ev-ry allegation in plaintiff's petition except what is herein specially denied.

Admits the marriage, but demands strict proof of all the allegations of plaintiff's petition; in default thereof that plaintiff's action be dismissed with costs.

CHAS. M. PILCHER, *Att'y.*

Endorsement on answer:
Filed March 15th, 1881. F. H. G. Taylor, d'y cl'k.

Note of Evidence.

8th District Court, Parish of East Carroll, State of La.

FANNIE STEINHARDT
vs.
SIMON COHN. } No. 178.

TUESDAY, *March 15th*, 1881.

On trial of above-entitled case the following note of evidence was taken:

JOHN MARTIN, being duly sworn, deposes and says:

He knows Mr. & Mrs. Cohn, the pl'ff and def't in this suit.
564 He has known Mr. Cohn since 1870, and Mrs. Cohn since their marriage in 1875. He has known them intimately. They have lived in this parish since the 17th of Oct., 1875.

In Beardstown, Ill., she gave him one thousand dollars to enable him to come down here; they then on the eve of moving here. He brought that money with him down here.

Witness states he thinks it was in the latter part of 1876 that she gave him $2,000.00. It was after their removal to this parish.

At another time, in 1878, she gave him $1,000.00 more. That is all that witness knows of. These were funds belonging to her individually, and he used it in his business.

He knows that Mr. Cohn is in a very embarrassed condition. There are several suits against him.

Mrs. HENRIETTA STEINHARDT, being duly sworn, says that she is the mother of plaintiff in this suit. She knows that her daughter did give money to Mr. Cohn. She gave it to her daughter and her daughter gave it to Mr. Cohn.

She knows that in Beardstown, Illinois, just before they left there for this parish, she gave him $1,000.00. This $1,000.00 was given

to Mrs. Cohn by her father, who was then living. After they came down here she (witness) gave her daughter $2,000.00, which her daughter gave to Mr. Cohn.

565 She does not remember the exact year. Afterwards, in 1878, during the epidemic she gave to her daughter $1,000.00 more, which she gave to her husband, Mr. Cohn.

Mr. EGELLY, being sworn, says he knows that Mr. Cohn is very much embarrassed in his finances, there being several suits against him, &c.

I hereby certify that the above is all the evidence taken this day in the above-entitled case.

F. H. G. TAYLOR, *D'y Cl'k.*

Endorsement on note of evidence:
Filed March 15th, 1881. F. H. G. Taylor, d'y clerk.

Judgment.

8th District Court, Parish of East Carroll, Louisiana.

F. STEINHARDT
vs.
SIMON COHN. } No. 178.

This case coming up for trial and being tried on petition, answer, and proof, and the law and the evidence being in favor of the plaintiff and against the defendant, it is therefore ordered, adjudged, & decreed that plaintiff have judgment of separation of prop-

565½ erty, and that the community of a-que-ts and gains subsisting between plaintiff and defendant be dissolved and that she be allowed to administer her own affairs in her own way, and it is further ordered, adjudged, and decreed that plaintiff recover of defendant the sum of four thousand dollars, with 5% per annum interest from judicial demand, and all costs of suit.

Read and signed in open court on this the 18th day of March, 1881.

E. J. DELONY,
Judge 8th Judicial District.

Extract from the Minutes of Court.

* * * * * * *

MARCH 15TH, 1881.

Court met pursuant to adjournment.

Minute Entry.

* * * * * * *

Mrs. FANNIE STEINHARDT
vs.
SIMON COHN. } No. 178.

Case called for trial; trial had and judgment for plaintiff (see decree).

566 The executory proceedings refer-ed to in the petition of plaintiff and annexed thereto for reference, to wit, the suit of—

ALEXANDER COHN
vs.
SIMON COHN. } No. 211.

is in the word- and figures following, to wit:

Petition of A. Cohn for Seizure & Sale.

To the honl. the judge of the 8th judicial district court of the State of Louisiana in and for the parish of East Carroll:

The petition of Alexander Cohn, a resident of the parish of Tensas, with respect shows that Simon Cohn, residing in East Carroll parish, is indebted unto him in the full sum of three thousand two hundred and forty dollars, with 8 per cent. per annum interest from the 2nd day of March, A. D. 1880, for this, that on the said 2nd day of March, 1880, said Simon Cohn executed his certain promissory note for said sum, bearing 8% per annum interest from date, payable to his own order on the 2nd day of March, 1881,
567 and that said note, being duly endorsed by said Simon Cohn and put upon the market, has come into petitioner's hands in due course of trade, and petitioner is the legal owner and holder thereof.

Said note is hereto annexed as part hereof, marked "A."

Petitioner shows further that said Simon Cohn on the same day executed his other certain promissory note for the sum of twenty-eight hundred dollars, bearing 8% per annum interest from date, payable on the 2nd day of March, 1882, to his own order, which said note is duly endorsed by said Simon Cohn, and your petitioner is the legal owner and holder of the same, and said Simon Cohn is therefore indebted unto him in said amount and interest. Said note is hereto annexed as part hereof, marked "B."

Petitioner shows that in order to secure the payment of said two notes, interest, and attorneys' fees said Simon Cohn did, on the said 2nd day of March, 1880, mortgage and hypothecate by notarial act unto your petitioner & all future holder or holders of said notes the following-described property, to wit:

568 All that certain *certain* portion of ground, together with the brick store and other buildings and improvements thereon, situate, lying, and being in the town of Providence, said parish & State, being lots eight, nine, ten, eleven, twelve, & thirteen, in block No. 2, as per plat of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee St., on the south by Second street, on the west by Sparrow St., and on the north by lots Nos. seven & fourteen, in said block No. two, being the same lots acquired by the mortgager from Messrs. Richardson & May on the 7th day March, 1878; and said mortgager did, in said act of mortgage, agree and bind himself to pay the attorneys' fees incurred in closing the mortgage, not to exceed 5% *per cent.*

Shows that said act of mortgage is duly of record in the mortgage office of said parish, in Mortgage Book "T," all of which will more fully appear by reference to said act of mortgage, a certified copy of which is hereto annexed as part hereof, marked "C."

Now petitioner shows that, notwithstanding amicable de-
569 mand, no part of said indebtedness has been paid.

Wherefore he prays that said Simon Cohn have due notice of this proceeding and that your honor grant him an order for the seizure and sale aforesaid in due form of law to pay said note now due and on terms of credit to correspond with the falling due of the other note described and set forth in this petition; for all necessary orders in the premises.

F. F. MONTGOMERY, *Att'y.*

Upon reading and considering the foregoing petition and doc'ts "A," "B," & "C," thereto annexed, it is ordered that a writ of seizure & sale issue to the sheriff of East Carroll parish to seize & sell according to law the property described in the petition and act of mortgage to pay the notes therein set forth & attached to the petition and the attorney's fees set forth.

Done and signed in chambers on this the 24th day of May, A. D. 1881.

E. J. DELONEY,
Judge 8th Judicial District.

570 *Note.*

"A."

$3240

$3,000.00
240 PROVIDENCE, LA., *March 2nd*, 1880.

On the 2nd day of March, 1881, after date I promise to pay to the order of myself the sum of three thousand dollars, value received, with interest at the rate of eight per cent. per annum from date hereof until paid.

S. COHN.

Endorsed: S. Cohn.

[Writted across the face in red ink:] "*Ne varietur.*" Providence, parish of East Carroll, La., March 2nd, 1880. Secured by mortgage this day passed before me. S. D. Olliver, notary public.

Note.

"B."

$2,800.00. PROVIDENCE, LA., *March 2nd*, 1880.

On the 2nd day of March, 1882, after date I promise to pay to the order of myself the sum of twenty-eight hundred dollars, value received, with interest at the rate of eight per cent. per annum from date hereof until paid.

S. COHN.

Endorsed: S. Cohn.

[Written across the face in red ink:] "*Ne varietur.*" Providence, parish of East Carroll, La., March 2nd, 1880. Secured by mortgage this day passed before me. S. D. Olliver, notary public.

And endorsed on the back of the foregoing petition are written the following words and figures, to wit:

No. 211. Alexander Cohn *vs.* Simon Cohn. Pet. & documents & notes. Filed May 24, 1881. F. H. G. Taylor, d'y cl'k.

571 *Mortgage from S. Cohn to A. Cohn.*

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known and remembered that this day, before me, Sanders D. Olliver, notary public in and for said parish and State, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Simon Cohn, a resident of this said parish & State, who declared unto me, notary, that he is justly and truly indebted unto Alexander Cohn, a resident of the parish of Tensas, in this State, who is personally present, accepting for himself in the full sum of five thousand eight hundred dollars good and lawful money of the United States; for the payment of which the said Simon Cohn has this day executed his two certain promissory notes, each payable to his own order and by him endorsed, the first for the sum of three thousand dollars, due and payable on the 2nd day of March, A. D. 1881, and the second for the sum of twenty-eight hundred dollars, due and payable on the 2nd day of March, A. D. 1882, both bearing interest at the rate of 8% per annum from date hereof till paid, which said notes I, the said notary, have this day marked "*ne varietur*" and signed officially in order to identify them with this act, and have delivered the same to the said Alexander Cohn, mortgagee, who hereby acknowl-
572 edges receipt thereof. Now, in order to secure the punctual and final payment of said notes, together with the interest to accrue thereon, and furthermore to secure the payment and reimbursements of any and all attorneys' fees that may be expended or incurred in the event of suit being instituted to enforce the payment of said notes or either of them in principal and interest or any part thereof, which attorneys' fees are hereby fixed at 5% on the amount so in suit, said mortgage- hereby consenting and agreeing to pay and allow the same, the said Simon Cohn hereby mortgages, affects, and hypothecates unto and in favor of the said Alexander Cohn, as well as in favor of any and all future holder or holders of said notes or either of them the following-described property, to wit:

All that certain portion of ground, together with the brick store and other buildings and improvements thereon, situate, lying, and being in the town of Providence, in this said parish and State, and designated and laid off as lots Nos. eight, nine, ten, eleven, twelve, and thirteen, in block No. 2, as per plot of survey made by

C. W. Babbitt, civil engineer, being bounded on the east by
573 Levee street, on the south by Second street, on the west by Sparrow street, and on the north by lots Nos. seven & fourteen, in said block No. two, being the same lots acquired by this mortgager from Messrs. Richardson & May, as per deed passed before Andrew Hero, notary public, on the 7th day of March, A. D. 1876, and duly recorded in the recorder's office of this parish, in Notarial Book "P," folios 690 & 691, and the said Simon Cohn hereby binds himself and his heirs not to alienate, deteriorate, nor encumber the said property to the prejudice of this mortgage until the full and final payment of said notes.

The mortgagee hereby dispenses with the production of the mortgage certificate required by article 3364 of the Civil Code of this State, and hold me, notary, harmless for the non-production of the same at the passing hereof.

Thus done and passed at my office, in the town of Providence, in said parish and State, in presence of Robert P. Jones and Frank S. Garner, witnesses of lawful age, who hereto sign their names, they being residents of this parish, together with the said parties and me, notary, on this the 2nd day of March, A. D. 1880.

574 S. COHN.
A. COHN.
S. D. OLLIVER,
Notary Public.

Attest: ROBERT P. JONES.
FRANK S. GARNER.

STATE OF LOUISIANA, }
Parish of East Carroll. }

I hereby certify that the foregoing mortgage is duly recorded in my Notarial Book "A," folios 120 & 121.

Given under my hand and seal this 2nd day of March, A. D. 1880.

[SEAL.] S. D. OLLIVER,
Notary Public.

Filed March 3rd, 1880.

B. H. LANIER,
D'y Recorder.

Recorded M'ch 3, '80, in Mortgage Book T, folios 24 & 25.

Given under my official signature the day and date above written.

B. H. LANIER,
D'y Recorder.

575 *Notice of Order of Seizure & Sale.*

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

ALEXANDER COHN
vs.
SIMON COHN. } No. 211.

To Simon Cohn, residing in said parish & State, Greeting:

You are hereby notified that on the 24th day of May, 1881, an order of seizure and sale was granted by the Honl. E. J. Delony, judge of the court aforesaid, in the above styled and numbered case, ordering and decreeing the seizure and sale of the following-described mortgaged property, to wit: All that certain portion of ground, together with the brick store and other buildings & improvements thereon, situate, lying, and being in the town of Providence, in this said parish & State, and designated and laid off as lots Nos. 8, 9, 10, 11, 12, & 13, in block No. 2, as per plat of survey made by C. W. Babbitt, civil engeneer, being bounded on the east by Levee St., on the south by Second St., on the west by Sparrow St., and on the north by lots Nos. 7 & 14, in said block No. 2, to pay and satisfy two certain promissory notes drawn by said Simon Cohn
576 March 2d, 1880, and payable to his own order and by him endorsed, and both bearing 9 % per annum interest from date; one for three thousand dollars, due & payable on the 2nd day of March, 1881, and the other for two thousand eight hundred dollars, due and payable on the 2nd day of March, 1882.

Said order of seizure and sale is made also to satisfy the att'ys' fees & all costs of this proceeding and $2.50 recorder's fees. Now, you are hereby notified that if the aforesaid debt, interest, & costs is not paid within three clear days from the service hereof, adding one day for ev-ry 20 mile- between the place of your residence and the residence of the hon. judge aforesaid, a writ of seizure & sale will be issued against said property to enforce said order and decree.

Witness the Hon. E. J. Delony, judge of said court, and the seal of said court, this the 24th day of May, 1881.

[SEAL.]

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR,
D'y Cl'k.

Received the within notice, together with a certified copy hereof, on Tuesday, May the 24th, 1881, and on the 25th day of the
577 same month & year served said copy by handing the same to Mrs. Fannie Cohn, wife of Simon Cohn, in person, a person apparently above the age of fourteen years who was at and residing at the residence of Simon Cohn, in the town of Providence,

East Carroll parish, La., he being absent from home at the time of service hereof.

M. S. POWELL, *Sh'ff*,
By J. M. FULLERTON.

Writ of Sale.

STATE OF LOUISIANA,
Parish of East Carroll.

8th District Court.

ALEXANDER COHN
vs.
SIMON COHN. } No. 211.

The State of Louisiana and said court to the sheriff of the parish of East Carroll, Greeting:

We command you that by seizure and sale of the following-described mortgaged property belonging to Simon Cohn, situated in the town of Providence, in said parish & State, to wit—

All that certain portion of ground, together with the brick store & other buildings & improvements thereon, being lots eight, nine, ten, eleven, twelve, & thirteen, in block No. two, as per plat
578 of survey made by C. W. Babbitt, civil engineer, being bounded on the east by Levee street, on the south by Second St., and the west by Sparrow St., and on the north by lots Nos. 7 & 14, in said block No. two, you cause to be made, and on the terms and in the manner prescribed by law, a sum sufficient to satisfy two certain notes executed by said Simon Cohn, payable to his own order and by him endorsed, both dated March 2, 1880, and both bearing interest at 8% per annum from date; one for ($3,000) three thousand dollars, and the other for two thousand & eight hundred ($2,800.00) dollars, the first due and payable March 2d, 1881, & the last due & payable March 2d, 1882; also attorneys' fees & four dollars & thirty cents ($4.30), clerk's costs & your own fees, to satisfy an order of seizure & sale lately rendered in our said court against the said Simon Cohn and in favor of the said Alexander Cohn, and of how you shall have executed this writ you make return to our said court in seventy days, as the law directs.

579 Witness the Honl. E. J. Delony, judge of said court, and the seal of said court, this 31st day of May, 1881.

C. A. HEDRICK, *Clerk*,
By F. H. G. TAYLOR, *D'y Clerk*.

Sheriff's Return on Writ of Sale.

Received the within writs of seizure & sale on Tuesday, May the 31st, A. D. 1881, and on the 7th day of June, same year, I seized and took into my possession all of the property described in the within writ, notice of which seizure I gave in writing to Simon Cohn, defendant, on the same day, and on the 11th day of the same month

of June, 1881, I advertised said property for sale in the "Lake Providence Herald," a newspaper published weekly in the parish of East Carroll, La., to be sold at the door of the court-house in said parish, on the 3rd Saturday, the 16th day, of July, A. D. 1881, between the hours prescribed by law, for cash, with the benefit of appraisement, and on said day of sale, between the hours prescribed by law and at the place aforesaid, having caused said property to be duly appraised, and after reading this writ and the advertisement of sale and the recorder's certificate of mortgages, I offered said property for sale at public auction in an audible voice, wherefore Mrs. Henrietta Steinhardt, of this said parish, became the purchaser thereof for the price and sum of three thousand three hundred & thirty-three 33⅓-100 dollars, that being two-thirds of the appraised value of said property, which amount she paid in cash, wherefore said property was adjudicated to her; said amount of sale I applied as follows, to wit:

Paid to Alexander Cohn, pl'ff, on account of debt	$2,633 33⅓
Retained in my hands for costs due on this writ and in obedience to third opposition filed by Wood & Lee & to cover costs in said opposition	700 00
	3,333 33⅓

and I accordingly return this writ in part satisfied.

M. S. POWELL, *Sheriff.*

STATE OF LOUISIANA,
Parish of East Carroll.

I, William Rous, clerk of the 8th judicial district court in and for the parish of East Carroll, in the State of Louisiana, do hereby certify that the above and foregoing fifty-eight (58) pages contain a true, correct, and complete transcript of all the papers and documents filed, evidence taken, proceedings had, and orders and decrees of court rendered in the suit wherein The Mississippi Mills *as* plaintiff and Mrs. Fannie Cohn *et al. as* defendants, numbered 446 on the docket of said court, as the same now remains on file and of record in my office, and of all the record evidence offered by the plaintiff & annexed to and made part of the petition in said suit.

Witness my hand and seal of office this 2nd day of April, A. D. 1885.

WM. ROUS,
Clerk 8th District Court.

Endorsed: Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* No. 446. Removed from eighth dist. court, East Carroll parish. No. 90. United States circuit court, 5th circuit, western district of La. Filed April 6th, 1885. J. B. Beattie, d'y cl'k.

583 U. S. Circuit Court, 5th Circuit & West. Dist. of La.

MISSISSIPPI MILLS
vs.
Mrs. FANNY COHN *et als.* } No. 90.

The defendants herein respectfully move the court to dismiss & remand this case to the State court upon the following grounds:

1st. That the plaintiffs being a corporation cannot "believe" there is prejudice or local influence.

2nd. The petition is not the petition of Edward Richardson, but of the Mississippi Mills.

3rd. The allegations of the petition for removal are vague & indefinite and aver that owning — the "prejudice or local influence," not specifying which nor both causes.

4th. That the affidavit is made by Edward Richardson, president, there being nothing in the record to show that he is such officer or that if so he has any authority to give the bond or make the affidavit for removal.

That he does not swear of his own knowledge that the allegations of the petition are true, but that they are true as he verily believes.

584 Wherefore *she* prays that said cause may be removed to the State court.

F. F. MONTGOMERY, *Att'y*,
Per BOATNER & BOATNER.

Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Motion to remand. Filed April 14th, 1885. J. B. Beattie, d'y cl'k.

Extract of Minutes.

TUESDAY, *April 14th*, 1885.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

Motion to remand filed.

585 *Extract of Minutes.*

THURSDAY, *May 7th*, 1885.

Court met pursuant to adjournment.
Present: His Hon. Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

Amended motion to remand filed on behalf of def'ts.

U. S. Circuit Court, West. Dist. of La.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

The defendants in this cause respectfully moves the court to remand this cause and to refuse jurisdiction thereof on the following ground:

They aver that the suit herein attempted to be removed from the district court of the parish of East Carroll was filed on the 5th day of July, 1883, and the application to remove the same to this court for trial was not made until the 28th day of March, 1885, several terms of the said district court having intervened at
586 which the said cause could have been tried.

Defendants aver that said application was made after the delay for making the same had expired, and that this court is therefore without jurisdiction to proceed in the same.

Wherefore they pray that it be remanded to the said district court of E. Carroll parish, to be there proceeded with according to law.

BOATNER & BOATNER, *Att'ys.*

Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn. Amended motion to remove. Filed May 7th, 1885. J. B. Beattie, d'y cl'k.

587 To the hon. the judges of the circuit court of the United States, 5th circuit & western dist. of Louisiana:

Mrs. Fannie Cohn, defendant in suit of "Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.*," on the docket of your hon. court, respectfully shows that plaintiffs in said suit have filed in this hon. court a transcript of a part only of the records in said cause; that said suit was filed in the district court of East Carroll parish on the 5th day of July, 1883, and the petition & bond for removal *was* filed on the 28th day of March, 1885; that in fact a number of terms of the said district court intervened between the date of the filing of said suit & the date of application for removal thereof at which said cause could have been tried; that the transcript filed herein is deficient & incomplete, in—

That it does not show that there was an intervening term of court between the filing of said suit & the filing of petition & bond for removal; wherefore *she* prays that your honors grant a writ
588 of certiorari commanding Wm. Rous, clerk of 8th district court of East Carroll parish, to send to this hon. court a certified copy of the proceedings had, together with the minutes of said court in said cause, showing the intervening terms aforesaid; prays for general relief.

BOATNER & BOATNER, *Of Counsel.*

All the facts stated & allegations made in the above & foregoing petition are true & correct, to the best of my knowledge & belief.

JNO. S. BOATNER,
Member of Firm of Boatner & Boatner.

Sworn to & subscribed before me on this 8 day of May, 1885.
[SEAL.] JNO. WHEATON, *Clerk.*

Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Petition for writ of certiorare. Filed May 8th, 1885. J. B. Beattie, d'y clerk.

589 STATE OF LOUISIANA,
Parish of East Carroll.

Eighth District Court.

I, Wm. Rous, clerk of the honorable 8th district court in and for the above-named parish & State, duly commissioned and qualified, do hereby certify that on the 5th day of July, A. D. 1883, the Mississippi Mills filed in the office of the clerk of the aforesaid court against Mrs. Fannie Cohn *et al.* suit No. 446, and that the following terms or sessions of said court have been held since the filing of said cause until its transfer to the honl. 5th circuit, district court of the U. S. for the western district of Louisiana, to wit:

1st. A term begun on October 8th, 1883, & ending on December 1st, 1883.

2nd. A term begun on December 4th, 1883, & ending on December 12th, 1883.

3rd. A term begun on March 10th, 1884, and ending on March 22nd, 1884.

4th. A term begun on July 7th, 1884, and ending on the 29th of July, 1884.

5th. A term begun on October 13th, 1884, and ending on October 15th, 1884.

590 6th. A term begun on November 19th, 1884, and ending on November 29th, 1884.

7th. A term begun on December 1st, 1884, & ending on December 27th, 1884.

8th. A term begun on March 9th, 1885, & ending on March 31st, 1885.

Given under my hand & seal of office on this 29th day
[SEAL.] of October, A. D. 1885.

WM. ROUS, *Clerk.*

Endorsed: No. 446. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Certificate of terms of 8th district court, parish of East Carroll. No. 90. Filed Nov. 2nd, 1885. J. B. Beattie, d'y cl'k.

In the Hon. the United States Circuit Court, Western District of La.

MISSISSIPPI MILLS
vs. } No. 90.
Mrs. FANNIE COHN *et al.*

To the honorable the judges of said court:

591 The application of the plaintiffs herein with respect show-that the testimony of Wm. Oliver, of Wesson, Miss., is ma-

terial and important in said cause to the just and proper decision of said cause and material and important to plaintiffs therein.

Wherefore plaintiffs pray that after due service of the following interrogatories and after the legal delays that a commission issue directed to any judge, justice of the peace, or notary public living in Wesson, Miss., to take the testimony of Wm. Oliver in answer to the said following interrogatories, and they further pray that your honor fix a return day for said commission.

LUDELING & STILLMAN, *Att'ys.*

Intg. 1st. What is your business and where do you reside?

Intg. 2nd. If in answer to the first intg. you have said that you are connected with the Mississippi mills, state who is its president and who its secretary and treasurer, & if a chartered institution so state and annex copy of its charter.

592 Intg. 3rd. If elected, how was the president elected, and when, and if by resolutions of the board of directors will you annex a copy of the resolutions?

LUDELING & STILLMAN, *Att'ys.*

Before me, the undersigned authority, personally came & appeared Tolbot Stillman, of the law firm of Ludeling & Stillman, who, being duly sworn, deposes & says that the testimony of Wm. Oliver is material and important to the pl'ffs in this cause to the just & correct decision hereof.

TOLBOT STILLMAN.

Sworn to & subscribed before me this the 9th day of April, A. D. 1886.

J. B. BEATTIE, *D'y Cl'k.*

The foregoing petition and affidavit considered, it is ordered that a commission issue as prayed for, and that the return day for the same be fixed for May 23rd, A. D. 1886.

J. B. BEATTIE, *D'y Cl'k.*

593 Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Petition, affidavit, intgs., & order. Filed April 9th, 1886. J. B. Beattie, d'y cl'k.

United States Circuit Court, Western District of Louisiana.

Mississippi Mills
vs.
Mrs. Fannie Cohn *et al.* } No. 90.

To Mess. C. J. & J. S. Boatner, counsel for def't-:

Take notice that plaintiffs hath this day filed interrogatories to Wm. Olliver, of Wesson, Miss.—a certified copy of said interrog. accompanies this notice—and that you may, if you think proper,

put such cross-interrogatories as are requisite and fit and file the same in this court within ten (10) days from the service hereof.

594 Clerk's office, Monroe, La., April 12th, 1886.

[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

Received in office April 12th, 1889, and on the same day, month, & year I received certified copy of the within notice to cross-interrogatories by leaving same in hands of Charles J. Boatner, of the firm of C. J. & J. S. Boatner, in the city of Monroe.

JAMES L. GIBSON,
D'p'y U. S. Marshal.

Endorsed: No. 90. U. S. circuit court. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Notice to cross-interrogatories. Filed April 14th, 1886. J. B. Beattie, d'y cl'k.

595 MONDAY, *April 12th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNY COHN *et als.* } No. 90.

Bill of revivor filed.

Bill of Revivor.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

Humbly complaining, showeth unto yours honors the plaintiff The Mississippi Mills, represented by their president, Edward Richardson, of Mississippi, that Edward Richardson, their late president, late of the State of Mississippi, but now deceased, on or about the last of January, 1886, exhibited his original bill of complaint in this honorable court against Fannie Cohn *et als.* as defendants thereto, thereby stating that the said Cohn was indebted to said complainants & had made divers fraudulent transfers of his property to defraud complainants & other creditors & praying to

596 have said transfers set aside & counted as fraudulent; and the plaintiff further showeth that the said defendants, having been served with process for that, failed to appear & put in a motion to remand the cause to the State court & that no action thereon has been taken by this court; and the plaintiff further showeth that on or about — last of January, 1886, the said Edward Richardson died & that the said Mississippi Mills, a corporation created under the laws of the State of Mississippi & *dominated* therein, through their board of directors, elected Jno. P. Richardson president of said Mississippi Mills as the successor of said Edward Richardson; and the said plaintiff further showeth that the said suit

& proceedings have become abated by the death of said Edward Richardson, & the plaintiff is advised that he is entitled to have the said suit & proceedings revived against the said defendants & to have the said cause put in the same plight & condition as the same was previously to the abandonment thereof by the death of Edward P. Richardson.

To the end thereof that said defendants may answer the
597 premises & that the said suit & proceedings which so became abated as aforesaid may stand revived, or that the defendants may show good cause to the contrary, may it please your honor- to grant unto the plaintiff a writ of subpœna to revive, issuing out of & under the seal of this honorable court, to be directed to the said defendants, Fannie Cohn and others named in said original bill, thereby commanding them, at a certain day & under a certain penalty, to be & appear before your honors to show cause, if they can, why the said suit & proceedings therein had should not stand & be revived against him; &, further, to stand to & to abide such order & decree in the premises as to your honors shall seem meet.

And the plaintiff shall ever pray, &c.

LUDELING & STILLMAN, *Solicitors.*

Endorsed: No. 90. U. S. circuit court. Mississippi Mills *vs.* Fannie Cohn *et als.* Bill of revivor. Filed April 12th, 1886. J. B. Beattie, d'y cl'k.

598 *Extract of Minutes.*

THURSDAY, *April 29th*, 1886.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNY COHN *et al.* } No. 90.

Plea to jurisdiction filed herein set down for argument to-day, April 29th, 1886.

599 UNITED STATES OF AMERICA:

The President of the United States to the marshal for the western district of Louisiana, Greeting:

You are hereby commanded to summon Mrs. Henrietta Steinhardt, of East Carroll parish, La., to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden at the city of Monroe, Louisiana, on the first Monday of June, 1886, then and there to answer a bill in chancery filed against Mrs. Fannie Cohn *et als.*, wherein The Mississippi Mills is complainant and said Mrs. Fannie Cohn *et als.* are defendants.

Herein fail not, and have you then and there this writ with your endorsement thereon how you have executed the same.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at the city of [SEAL.] Monroe, La., this 10th day of May, in the year of our Lord one thousand eight hundred and eighty-six, and the 110th year of American Independence.

J. B. BEATTIE, *D'y Clerk.*

The defendant is hereby notified that she is required to enter her appearance in the clerk's office of the United States circuit court on or before the first Monday of June, 1886; otherwise the bill may be taken *pro confesso.*

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. No. 90. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* Subpœna in chancery. Filed May 10th, 1886. J. B. Beattie, d'y cl'k.

Marshal's Return.

Received the within subpœna & certified copy of same in office, at Monroe, La., May 10th, A. D. 1886, and on same day, month, & year served the same by handing certified copy to C. J. Boatner, of the firm of C. J. & J. S. Boatner, counsel for defendants, at his office, in the city of Monroe.

E. T. LAMKIN,
D'y U. S. Marshal.

600 UNITED STATES OF AMERICA:

The President of the United States to the marshal for the western district of Louisiana, Greeting:

You are hereby commanded to summon Mrs. Fannie Cohn & Simon Cohn, her husband, of East Carroll parish, La., to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden at the city of Monroe, Louisiana, on the first Monday of June, 1886, then and there to answer a bill in chancery filed against Mrs. Fannie Cohn *et als.*, wherein The Mississippi Mills is complainant and said Mrs. Fannie Cohn *et als.* are defendants.

Herein fail not and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at the city [SEAL.] of Monroe, La., this 10th day of May, in the year of our Lord one thousand eight hundred and eighty-six, and the 110 year of American Independence.

J. B. BEATTIE, *D'y Clerk.*

The defendants — hereby notify that they are required to enter their appearance in the clerk's office of the United States circuit court on or before the first Monday of June, 1886; otherwise the bill may be taken *pro confesso.*

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. No. 90. Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* Subpœna in chancery. Filed May 10th, 1886. J. B. Beattie, d'y cl'k.

Marshal's Return.

Received the within subpœna & certified copy of same in office, at Monroe, La., on the 10th day of May, A. D. 1886, and on same day, month, & year served the same by handing certified copy to C. J. Boatner, of the firm of C. J. & J. S. Boatner, counsel for defendants, at his office, in the city of Monroe.

E. T. LAMKIN,
D'y U. S. Marshal.

601 *Entry in Order Book.*

United States Circuit Court for the West. Dist. of Louisiana.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.*

The defendants, S. Cohn, Mrs. Fannie Cohn, and Mrs. Henrietta Steinhardt, hereby enter their appearance to the plaintiff's bill of revivor, herein allowed by the court.

BY THEIR SOLICITORS.

The clerk of the U. S. circuit court for the western dist. of La., at Monroe, will please enter the above appearance.

C. J. & J. S. BOATNER, *Att'y-.*

Endorsed: No. 90. U. S. circuit court, west. dist. of La. Mississippi Mills *vs.* Mrs. Fannie Cohn *et al.* Appearance for Simon Cohn, Mrs. Fannie Cohn, and Mrs. Henrietta Steinhardt, defendants. Filed June 7th, 1886. J. B. Beattie, d'y cl'k.

602 *Extract from Order Book.*

MONDAY, *June 7th*, 1886.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

The defendants, Mrs. Fannie Cohn, Simon Cohn, and Mrs. Henrietta Steinhardt, through their solicitors, Mess. I. J. & J. S. Boatner, enter their appearance to complainant's bill of revivor in the above entitled and numbered cause.

Extract of Minutes.

MONDAY, *October 11th*, 1886.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

The motion to remand, filed herein on behalf of defendants, assigned for trial on Tuesday, October 12th, 1886.

603 *Extract of Minutes.*

TUESDAY, *October 12th*, 1886.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

As per assignment, the motion to remand filed herein on beh'f of defendants came on to be heard. After argument by solicitors for complainant and defendants the motion was denied.

604 *Testimony of O. J. Arrighi.*

O. J. ARRIGHI sworn and examined on beh'f of complainants at Kansas City, Missouri, March 21st, 1888.

Direct examination by Judge W. G. WYLY:

Q. You reside at Wyandotte, Kansas?
A. Yes, sir.
Q. Did you formerly reside at Lake Providence, Louisiana?
A. Yes, sir; in 1880 and 1881.
Q. In whos- employ were you at Lake Providence in 1880?
A. I was employed by Simon Cohn, Manfred Meyer, and V. M. Purdy.
Q. Who else was in the employ of Simon Cohn when you first entered his employ?
A. Well, John L. Martin, Eugene Leddy, Louis Leddy, Nathan Reinstine, Wm. Fisher, W. D. Arrighi, and myself.
Q. During what months and what year were you employed by Simon Cohn?
A. I have forgotten what months.

605 Q. Well, about what months? When did you quit the employ of Simon Cohn? How long had you been employed by him before you quit him?

A. It was in the fall, but what month I cannot say. I don't know whether it was September or October.
Q. That you left the employment of Simon Cohn?
A. Yes, sir; that is, I was in the store, you know; I never saw Cohn when I first went up there. I was hired by Johnnie Martin.
Q. Johnnie Martin was in the store?
A. Yes, sir.

Q. How long after you took employment in Simon Cohn's store before you went over to Manfred Meyer's?

A. I was about a month altogether in the brick store.

Q. About what time in the fall of 1880 did you enter the employ of Manfred Meyer?

A. I was only in Providence one month—I think about a month—when I went to Manfred Meyer from Cohn's store. I was sent up there.

Q. How long did you remain in Lake Providence in all?

606 A. I was there a year—just about a year, I think—eighteen months, perhaps—such a matter.

Q. Then you were in Providence in business from September, 1880, until September, 1881?

A. Yes, sir; I was there, I think, that length of time.

Q. In your former deposition, which I am looking at now, you say you were in the employ of Simon Cohn about a month; then it must have been in the month of October, 1880, when you left him?

A. Yes, sir; I was only in his employ about a month.

Q. And about the month of October, 1880, you went over to the store of Manfred Meyer?

A. Yes, sir.

Q. Who else went with you?

A. Will. Fisher. When I first opened up the store and put up the goods I was alone; afterwards Will. Fisher, who was in the employ of Simon Cohn, came over and took employment. He came from Quincy, Ill.

Q. He had been a long and intimate friend of the family, had he not?

A. I don't know that, Judge. I can't say; but he came with Cohn.

607 Q. He staid at their house.

A. Yes, sir; he staid at their house.

Q. He took employment at Manfred Meyer's almost at the same time you did?

A. Yes, sir; and I left him there in charge.

Q. He was still in the employ of Manfred Meyer when you left?

A. Yes, sir.

Q. How long did you continue in the employ of Manfred Meyer?

A. Until the following February, the beginning of February.

Q. You remained from about the first of October, 1880, until the beginning of February, 1881?

A. Yes, sir.

Q. Who was in the employ of Meyer during that time?

A. Fisher and myself.

Q. From whom did Manfred Meyer rent that store on Lake street?

A. I don't know, sir.

Q. Had it been closed up before Manfred Meyer took it?

A. Yes, sir.

Q. When were the first goods put in that store, how long before you went there, or how long after you went there?

A. I found some goods in the store when I went there.

608 Q. Had they been taken out of the boxes and put on the shelves?

A. No, sir; they were in the boxes.

Q. How long had Manfred Meyer been in Lake Providence when you went over to that store?

A. Two or three days; not more than that.

Q. How many boxes of goods—about how many boxes of goods were in the store when you went in there?

A. Well, I don't know, Judge; I can't say; though, there were several boxes.

Q. Well, approximate it.

A. There was probably a dozen boxes of goods.

Q. There were no goods on the shelves?

A. No, sir; the shelves all had to be cleaned.

Q. Who cleaned up the shelves and arranged everything in the store?

A. I did, sir.

Q. Where did Manfred Meyer stay during the time? Where did he make his home?

A. At Cohn's house. He eat there.

Q. Where did he sleep?

A. He slept at the store.

Q. Where did the furniture and bed-ing come from?

609 A. From Cohn's. The furniture came from the brick store and the bedding from Cohn's house.

Q. And he took his meals at Cohn's?

A. Yes, sir; whilst I was there.

Q. And lived with the family as a member of the family?

A. Yes, sir.

Q. What were the marks on those boxes of goods, as well as you remember?

A. They were all marked "M. Meyer, Lake Providence."

Q. Have you any knowledge as to where they came from?

A. Yes, sir; I have of those I found in the store when I went there.

Q. What were they principally, dry goods & groceries?

A. Dry goods.

Q. How long after you went there before you commenced putting the goods on the shelves?

A. Only a few days.

Q. Who first spoke to you about going over to there and taking charge of the arrangement of the store?

A. First Martin told me the business at the brick store did not justify them in having so many clerks at that store; that

610 Meyer was going to open up a store and needed a clerk and that I had better go up there and see him. I told him I did not care about shifting around from pillow to port in that way; that Meyer had not spoken to me about the matter. Then Cohn came to me and spoke to me about Meyer going to open up a store, and if I went with him I would get the same wages he was giving

me. I met Meyer that night or the following and he asked me if I was going to work for him. I told him I did not know; not until I had made some arrangements. After that Cohn settled with me for the time I was with him. Then I made arrangements with Meyer.

Q. At the same salary?

A. Yes, sir; I wanted more, but I could not get it.

Q. Did Cohn seem to have some interest in getting you a place at Meyer's?

A. Yes, sir; he spoke to Meyer.

Q. In your behalf?

A. Yes, sir.

611 Q. You think Cohn had something to do with getting you a place at Meyer's?

A. Yes, sir; Meyer had never seen me before. He did not know anything about me.

Q. At the suggestion of Manfred Meyer and John L. Martin you went there?

A. Yes, sir.

Q. How long had you been there before Fisher came over there; about how long?

A. I was there just a week; just about a week; maybe a little longer.

Q. There was no other clerk there but yourself?

A. No, sir; I was the only one in charge of the business.

Q. You opened up the goods?

A. Yes, sir.

Q. And cleaned up the store?

A. Yes, sir.

Q. Marked the goods and put them up?

A. Yes, sir.

Q. How long after you got the first boxes of goods opened and put up before other goods arrived?

A. They were arriving all the time. From the time I got the place opened goods were coming in all the time.

612 Q. Wash. Stewart has given his testimony in this case and stated he did the principal hauling of Cohn?

A. Yes, sir; he did.

Q. Did any of those goods come in the night-time or principally in the daytime?

A. They came in the daytime and in the evening, just like they usually hauled them. They were sometimes hauling as late as 8 or 9 o'clock at night.

Q. Where did those goods come from?

A. Some came from the wharf-boat, some from the upper landing, and some from the brick store.

Q. As a matter of truth, didn't those goods that you put up in that store mainly come from the brick store?

A. Well, a greater portion of them did—that is, the first goods.

Q. Did you recognize any goods that were being received by

Manfred Meyer—any of the groceries and dry goods or other goods that you had seen in the brick store?

613 A. Yes, sir; there were some of them I recognized—that is, they were similar to those I had seen there.

Q. Wash. Stewart was very active hauling goods while you were there, was he?

A. Yes, sir; he done the hauling for the house right along.

Q. When you finished getting goods in the first time was it a large or small stock?

A. It was enough to fill the store.

Q. A good, large storehouse, isn't it?

A. Yes, sir; a pretty big storehouse; one of the largest there.

Q. Did you learn from any one where those boxes first came from?

A. No, sir; I never learned.

Q. Never was told by any one?

A. No, sir.

Q. Wash. Stewart has testified that the greater part of the goods came from Simon Cohn's brick store or from the wharf-boat, under direction of Simon Cohn; that he was ordered by Simon Cohn to take the goods to Meyer's store. Have you any information

614 from him or from Simon Cohn or from Manfred Meyer on that subject?

A. No, sir; but I heard Wash. Stewart say Simon Cohn was supervising the moving of the goods himself.

Q. Did John L. Martin give any orders about moving the goods from the brick store or from the wharf-boat to Manfred Meyer's store?

A. No sir; I never heard Johnnie Martin give any orders about that at all.

Q. Who seemed to attend to that branch of the business, Meyer or Cohn?

A. Well, both of them, but Cohn most of the time.

Q. How long were you filling up the store with goods after you opened up?

A. A week, I guess; such a matter.

Q. Who helped you to open the boxes and put up the goods?

A. Meyer helped me until Fisher came.

Q. Then Fisher helped you?

A. Yes, sir.

Q. Did any goods come there loose or were they all packed up in boxes?

A. They were packed in boxes with the exception of some.

615 Q. Where did those come from?

A. I don't know; Stewart said he hauled them from the wharf-boat. I don't know where they come from. You see, Stewart would sometimes haul*ed* a load of goods and put them off the dray while I would be in the back part of the store.

Q. Did you ever see any boxes come in there with S. Cohn's name marked on them?

A. I have seen boxes come in there that had erasures on them, where a name had been scratched off and a new one put on.

Q. Did the name look like it had been freshly done?

A. Oh, yes, sir.

Q. In whos- handwriting did that seem to be done?

A. I know some of it was in Martin's handwriting and some was Leddy's and some was my own brother's.

Q. You mean the marking on these boxes was done by the persons you have named?

A. Yes, sir.

Q. And seemed to have been recently done?

616 A. Yes, sir; it seemed to be quite fresh.

Q. Where did those boxes come from that seemed to have been marked in that way—from the brick store, I suppose?

A. They could have come right from the wharf-boat.

Q. Some came from one place and some from another?

A. Yes, sir; & I heard goods were marked on the wharf-boat.

Q. You have stated that the marks on the boxes of goods were put on here in Lake Providence?

A. Yes, sir.

Q. What were the marks on the boxes?

A. M. Meyer.

Q. Could you see indications on the boxes that the original marks on them had been changed?

A. Yes, sir; on some of them it was quite plain.

Q. How did the erasures seem to have been done, with a scraper or with a plane?

A. Just an ordinary scraper.

Q. The boxes bore indications that the original marks had been scraped off?

A. Yes, sir.

617 Q. And new marks substituted?

A. Yes, sir.

Q. And the printing or marking was in the handwriting of the parties you have named?

A. Yes, sir.

Q. You have said there were half dozen or so of boxes of goods in the store when you first went there; what was the probable value of those goods?

A. It was a good deal, but as to the value I could not say.

Q. What proportion would they have to the whole stock, as much as one-quarter or one-half or more?

A. A very small per cent.

Q. I mean what proportion did the goods in those boxes bear to the entire stock in the store after you got all the goods in.

A. It was quite small, compared to the entire stock, because we had a large stock.

Q. How long was it after you began getting the goods in before the entire stock had been received?

A. Well, I don't know, sir; we were getting in goods all the

618 time. I didn't get a chance to put many of the goods up before more came; goods were coming in all the time.

Q. They were continually coming until the store was filled?

A. Yes, sir.

Q. How long was it, a week or ten days?

A. It was more than a week—probably ten days; I can't say positively.

Q. Then I understand you to say Wash. Stewart continued to bring goods in rapidly until you got the store filled up?

A. Yes, sir.

Q. Were most of the goods received before Fisher came there to clerk?

A. A greater part of them were.

Q. After the store was filled up how did the stock in Manfred Meyer's store compare with the stock in Simon Cohn's store—the brick store, I mean? Was Manfred Meyer's stock as large as Cohn's?

A. I don't know. I had not been down to Cohn's store for quite awhile.

619 Q. When you were at Meyer's store, did they have a large stock of goods there?

A. Yes, sir.

Q. About what was the value of the stock of goods in Manfred Meyer's store when it was filled up? Just approximate it. Was it as much as $8,000 or 10,000?

A. Yes, sir; at least that much. There was a complete stock of dry goods & staple groceries.

Q. It was as large a stock as there was in Lake Providence, wasn't it?

A. Yes, sir; it was one of the largest.

Q. From what you saw were you satisfied that some of those goods came from Simon Cohn, directly or indirectly?

A. Well, some of them did.

Q. You were well satisfied that some of them came from Simon Cohn?

A. I am well satistied they came from Simon Cohn's. Whether they were his goods or not I don't know.

Q. Where had Manfred Meyer been engaged in business before he came to Lake Providence?

620 A. I only know from hearsay that he had been engaged in business at Newellton, in Tensas parish.

Q. That was with A. Cohn?

A. Yes, sir; A. Cohn, Simon Cohn's brother.

Q. At the time you left Simon Cohn had he commenced shipping his goods up and down the river?

A. Oh, yes. Before he came back, even, goods were going up and down the river. Martin was attending to the business for him.

Q. Where had Cohn been?

A. He had been off, buying goods.

Q. Was it your understanding that these goods were being reshipped up and down the river by Martin?

A. Yes, sir.

Q. Martin was reshipping the goods as they arrived?

A. Yes, sir.

Q. You mean these goods were shipped off in original packages?

A. Yes, sir.

Q. Did you notice whether they changed the marks on the packages on the wharf-boat?

A. No, sir; I was not down there.

Q. You stayed at the store?

A. Yes, sir.

621 Q. Were there any furniture or carpets or things of that kind brought there from the furniture store on Lake street?

A. We had some carpets in that store, but I am inclined to believe they were in the store when I went in there.

Q. You are not positive as to that?

A. No, sir.

Q. Was Simon Cohn pretty often around at the store when goods were being put in there?

The WITNESS: While I was putting the goods away?

Judge WYLY: Yes, sir.

A. No, sir.

Q. Was he there afterwards?

A. Oh, yes, sir; used to come back and forwards. He used to come up to the store and talk to Meyer. He was there backwards and forwards.

Q. From what you could observe did you infer that Simon Cohn was interested in that business? From what you could judge of his actions did you consider that he had an interest in that store?

A. Well, I should judge so.

Q. The indications were that he was a party in interest in that store?

622 A. Yes, sir; there were indications of that kind.

Q. Did Fisher have any capitol, as well as you could ascertain?

A. He didn't have any—that is, he said he didn't.

Q. How about Manfred Meyer?

A. I don't know, sir; I have no knowledge whatever previous to his coming to Providence.

Q. Did you go occasionally to the brick store after you had left while it was still being conducted and carried on by Simon Cohn?

A. I was only down there once or twice; I didn't like Martin and I didn't like to go down there unless I had to go.

Q. When you began selling goods in the Manfred Meyer store did you sell on credit or mainly for cash?

A. For cash.

Q. Did you do no credit business there?

A. No, sir; not during my time.

Q. Could you recognize the marking on those boxes on which the marks were changed as having been done by the parties you have named?

A. Yes, sir.

623 Q. Had Simon Cohn returned from his trip where he had

been off buying goods when Manfred Meyer came up to Lake Providence?

A. My impression is they came together.

Q. You mean that Simon Cohn brought him with him?

A. Yes, sir; that was the first time I ever saw him.

Q. About what month was that?

A. I think it was the latter part of Sept., 1880.

Q. How long was it after they returned before this store was leased and opened up?

A. As soon as they got there, I think.

Q. That they leased the store on Lake street?

A. Yes, sir; I was told it was to be opened up the day they got there.

Q. From whom was that store leased?

A. I don't know, sir; I don't know who it was leased from; I don't know who owned the building.

Q. Who was it told you about the store going to be opened?

A. Johnnie Martin.

Q. How long was that before the arrival of Manfred Meyer?

624 A. I think it was about the same day or the day after, I am not certain which, that he opened the store on Lake street.

Q. Who was it suggested to you to go there and get employment?

A. Johnny Martin.

Q. How long was that before Cohn had a conversation with you upon the same subject?

A. Right afterwards. I don't know whether it was the same day, but it was only a short time afterwards.

Q. What did Cohn say to you as well as you remember?

A. He told me that Meyer was going to open up his store and that he was a nice man to work for, and that he would pay me the same wages that he was paying.

Q. How long was it after that before you opened up there?

A. Only a few days; I cannot say positively, but it was only three or four days at the outside after the arrival of Cohn.

Q. What did Manfred Meyer say to you about it after you had this conversation with Cohn?

625 A. He asked me if I was going up there to work for him. I told him he hadn't spoken to me about it.

Q. What did he say then?

A. He said it was all right. He said he would pay me the same wages that Cohn was, and that I had better go up there and go to work.

Q. The store had been locked up for some time before you went up there and opened it up?

A. Yes, sir; it had been closed for some time.

Q. What did you first do when you went up there?

A. Just opened it up, brushed it up & cleaned it.

Q. Did you supervise the marking & putting up of the goods?

A. Yes, sir.

Q. Were the goods rushed in there pretty rapidly after you opened up the store?

A. Yes, sir. Wash. Stewart's dray was kept busy going backwards & forwards.

Q. Bringing the goods there every day and sometimes in the night-time?

A. Yes, sir.

Q. Was it generally understood that Meyer was getting his goods from Simon Cohn?

626 A. Yes, sir; outsiders said and thought they were coming from Simon Cohn, though he got some goods from the wharf-boat.

Q. Were you impressed, from what you saw of their conduct, with the idea that they were trying to keep the matter a secret about getting goods in there?

A. Well, it looked so from their actions.

Q. Did not Johnnie Martin have any knowledge about those goods having been taken over to Manfred Meyer's store and about the re-shipping of other goods?

A. He was main manager, and I judge he knew all about it.

Q. Supervised the hauling of the goods?

A. Yes, sir; both backwards and forwards to the boat. In fact, he knew all about it. I will swear to that.

Q. John L. Martin was the general manager for Simon Cohn, supervising the hauling and moving of the goods?

A. Yes, sir.

Q. What was the general class of goods that you had in Manfred Meyer's store after you had finished putting them in?

627 A. Everything that is kept in a country store.

Q. Dry goods?

A. Dry goods, groceries, provisions, pork, flour, meal, boots & shoes, and tobacco, etc.

Q. Was there any liquor kept in the store?

A. No, sir; we did not have a drop of liquor.

Q. There was the usual stock of goods found in a country store, and a very full supply of them?

A. Yes, sir.

628 *Testimony of W. D. Arrighi.*

Second day, March 22nd, 1888.

W. D. ARRIGHI sworn and examined on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mr. Arrighi, you lived in Lake Providence during what period of time?

A. I was in Lake Providence, I think, Judge, seven years ago.

Q. In the fall of 1880?

A. I think it was in the fall of 1880 I was there.

Q. Ware you occupied in any business while you were in Providence?

A. Yes, sir; I was clerking for Simon Cohn.
Q. At the brick store?
A. In the brick store; yes, sir.
Q. Were you there when Manfred Meyer came to Lake Providence?
A. Yes, sir.
Q. Did Manfred Meyer open a store in Lake Providence?
A. He did.
Q. From whom was the building rented?
A. Well, I don't—I don't know from whom he rented that building.
Q. Was Simon Cohn at the store when you were first employed?
629 A. He was not.
Q. When were you employed?
A. Early in the fall—in September.
Q. In the early part of September?
A. Yes, sir.
Q. How long were you employed in the brick store before Simon Cohn returned?
A. I think about three weeks. I am not positive. It was about that length of time.
Q. Who employed you on behalf of Simon Cohn?
A. Johnnie Martin.
Q. What position did he hold in the store?
A. Well, I don't know. I always thought he was confidential clerk.
Q. General manager?
A. Yes, sir.
Q. Kept the books and cash?
A. Yes, sir.
Q. Did Manfred Meyer and Cohn come about the same time together?
A. I believe they did.
Q. The first you saw of Manfred Meyer in Lake Providence was when Simon Cohn returned?
A. Yes, sir.
Q. You think they came there about the same time?
A. Yes, sir.
Q. Where had Cohn been as well *as well* as you could understand?
630 A. Philadelphia, Boston, Louisville. I heard him mention several places, but I don't exactly recollect them all now.
Q. Was it a pleasure trip or a business trip he was on?
A. I understand it was both combined.
Q. Was he buying goods?
A. Yes, sir.
Q. Was there a large stock of goods bought in the fall of 1880 by Cohn?
A. Yes, sir.
Q. Shipped to Lake Providence?

A. Yes, sir.

Q. Was it about the average size stock of goods for a country store? Wasn't it an exceedingly large stock of goods for one merchant to buy?

A. In my estimation it was a large stock.

Q. What was the character of the goods that he bought?

A. There was all classes of goods.

Q. All classes?

A. Yes, sir.

Q. Dry goods?

A. Yes, sir; dry goods, groceries; everything of a general stock; hardware, furniture, boots, shoes, hats, caps, clothing, and jewelry.

631 Q. A very large amount of goods, I suppose?

A. Yes, sir; there was.

Q. When was that furniture store opened up?

A. On the arrival of the furniture.

Q. That same fall?

A. Yes, sir.

Q. Where did he put that furniture?

A. He rented another store and put the furniture in it.

Q. Who had charge of that furniture business?

A. Nathan Reinstine.

Q. Those goods were arriving about the time you took employment there?

A. Yes, sir; they commenced to come in shortly after I got there.

Q. That was in September, 1880?

A. Yes, sir.

Q. Will you name the different clerks that Simon Cohn had employed in the brick store?

A. Robert Cook, Louis Leddy, Eugene Leddy, John Martin, myself, and my brother came afterwards. When Simon Cohn came back he brought Will. Fisher and Nathan Reinstine.

Q. They came with Cohn?

632 A. I don't exactly recollect now, Judge, whether Fisher came one or two days before Simon Cohn came or not. I am not positive on that point. It seems to me, though, he came one or two days before Simon came.

Q. Where did Fisher come from?

A. He told me he came from Illinois.

Q. Quincy?

A. Quincy, Ill.

Q. Where did Fisher make his home?

A. Well, he roomed in the store 'til Manfred Meyer came; then he went up to Meyer's.

Q. I mean where did he board and live all the time—make his home—while in the store?

A. He boarded at Mr. Cohn's.

Q. Simon Cohn's?

A. Yes, sir.

Q. Seemed to be very intimate with the family—as an old friend?

A. Yes, sir; from the very beginning.
Q. Treated as a member of the family?
A. Yes, sir.
Q. Where did Meyer board when he came?
A. When he first came he was at Cohn's house.
Q. Did he seem to be intimately acquainted with Cohn?
A. Yes, sir.
Q. They were very intimate, I suppose?
633 A. Yes, sir.
Q. How long after Meyer came before they started this store on Lake street?
A. Well, when Meyer came he brought some goods with him. He opened up right away.
Q. Were any goods taken from Simon Cohn's store or from the wharf-boat that had come to Simon Cohn? Were they taken, any of them, to Manfred Meyer's store?
A. There was goods from the store sold to Manfred Meyer, but about the wharf-boat, I don't know anything about that.
Q. Who went to clerk for Manfred Meyer when he came?
A. O. J. Arrighi and Fisher.
Q. How long after they came to the store before they began to ship goods—reship goods—from Lake Providence—Simon Cohn, I mean?
A. When he came from the North and West, where he had been buying goods, the goods began to be shipped immediately—the goods began to come in rapidly.
634 Q. When did they begin to reship goods—about what time? You can refresh your memory by referring to that book (handing witness bill of lading book filed in evidence in connection with the testimony of V. M. Purdy).

Witness, after examining bill of lading book referred to, says:

A. Well, it was about September—the early part of September.
Q. Were those goods reshipped by instruction of Simon Cohn?
A. Yes, sir.
Q. Did Johnnie Martin have any knowledge that these goods that came to Simon Cohn were to be reshipped elsewhere?
A. Well, I should think so, occupying the position he did. They were inseparable companions, and I should think he ought to have known all about it. I received a money order from Martin, as I did from Cohn.
Q. Did you supervise the shipping of the goods?
A. Yes, sir; some.
Q. What do you — by saying you received orders from Johnnie Martin?
635 A. Well, for instance, Stockner or some of them fellows would come in and buy some goods. I would call them off to Martin and I would pack them and mark them and get them ready for shipment.
Q. So Martin kept an account of all the goods that went out and took charge of the business—supervised the business generally?

A. Yes, sir.

Q. Have you any knowledge of any goods having been sent to C. L. Collman at Milliken's Bend?

A. Yes, sir.

Q. Was there a prettie full stock of goods sent down there to him?

A. Yes, sir; several times goods were sent to him to my knowledge.

Q. By whos- instructions were those goods shipped down to C. L. Collman & Co.—by Mr. Cohn?

A. Yes, sir.

Q. Did you know C. L. Collman?

A. Not before my trip to Milliken's Bend.

Q. About what time did you make that trip to Milliken's Bend?

A. I think it was in October—the early part of October, 1880.

Q. Who employed you when you made that trip to Milliken's Bend?

636 A. Simon Cohn.

Q. Any one else?

A. No, sir.

Q. What was the object of your visit to Milliken's Bend?

A. Cohn had business with Collman.

Q. Had the store been opened when you arrived at Milliken's Bend?

A. Yes, sir.

Q. From whom was that store leased or rented, do you know?

A. No, sir; I do not.

Q. Collman had already opened the store and put up the goods before you arrived?

A. Yes, sir; the goods were on the shelves.

Q. Were goods afterwards shipped by Cohn to Collman?

A. Yes, sir.

Q. Did Cohn continue to ship goods to Collman after you and he visited down there?

A. Yes, sir.

Q. What was your understanding about those goods, did you understand that Simon Cohn was interested in that business at Milliken's Bend, furnishing those goods, etc.?

A. Well, I thought so.

637 Q. From what you could see of his relations to Collman, did you consider that he was interested in that business at Millikin's Bend?

A. Yes, sir.

Q. He furnished Collman the goods and seemed to take an interest in the business?

A. Yes, sir.

Q. Do you remember who the clerks were in the store when you and Simon Cohn went down there?

A. No, sir; I do not.

Q. Did I understand you to say that the object of your visit to Milliken's Bend was to look after the business at that place?

A. Yes, sir.

Q. Had Collman ever been employed as clerk by Cohn, according to your understanding, at any time?

A. I don't know, sir.

Q. John L. Martin did not go down on that trip?

A. No, sir.

Q. Did he go down afterwards?

A. Not to my knowledge.

Q. How long did you and Cohn remain at Milliken's Bend when you went down in October, 1880?

638 A. We went down in the morning and remained over night and came back the next day.

Q. Do you know of any other visits that Cohn made to Milliken's Bend while you were with him?

A. No, sir.

Q. When you reached the store at Milliken's Bend did C. L. Collman & Co. seem to treat Cohn as having any interest in the business, recognize his having any rights there?

A. I thought they were very familiar with one another; I did not remain in the store any length of time.

Q. Did Cohn stay with Collman?

A. Yes, sir.

Q. Take an interest in the store?

A. He did.

Q. Did you supervise the shipping of any of those goods from Lake Providence to Collman & Co. at Milliken's Bend?

A. Yes, sir; I marked some of them.

Q. You marked them?

A. Yes, sir.

Q. Will you examine Exhibit "A," filed in evidence Sep-
639 tember 21st, 1887, on behalf of complainants, in connection with the testimony of V. M. Purdy, and state whether *whether* you recognize in that bill of lading book shipments made by you for account of Simon Cohn to C. L. Collman & Co. and other parties?

Witness, after examining bill of lading book referred to, says:

A. Yes; I marked a good many of those goods for C. L. Collman & Co.

Q. You recollect shipping the goods to him as shown by this bill of lading book?

A. Yes, sir.

Q. Then look at the other shipments and state whether you remember having marked any other goods for any other parties.

A. Oh, yes, sir; I marked goods for all these parties: Max Stockner, September 21st; C. L. Collman & Co., I believe that is the same date; E. Stockner in September; also Dryfus, Wild Cat landing; that was in October.

Q. Will you state in a general way, after examining the
640 bill of lading book referred to, whether or not you marked most of the goods purporting to have been shipped by Simon Cohn while you were in his employ?

A. Yes, sir; I did.

Q. By whos- direction did you mark and ship those goods?

A. Simon Cohn's.

Q. Did he instruct you to ship the goods to the parties named there in the bill of lading book?

A. Yes, sir.

Q. Were those goods shipped off in original packages?

A. No, sir.

Q. They were boxed up?

A. Yes, sir; all goods that came into the store were opened and marked.

Q. You mean the prices were marked on the goods?

A. Yes, sir.

Q. And they were afterwards boxed up and shipped?

A. Yes, sir.

Q. Have you any knowledge of any goods that were shipped from the wharf-boat, the marks changed and the goods shipped?

A. No, sir.

641 Q. You did not attend to that branch of the business?

A. No, sir.

Q. Did I understand you to say that you superintended the shipping of the goods—marking and shipping the goods from the store?

A. Yes, sir; most of them.

Q. When these goods were shipped were the selling prices and the purchase prices still attached to the goods?

A. No, sir; the purchase price was on them.

Q. That was marked on the goods?

A. Yes, sir.

Q. You did not take that off?

A. No, sir.

Q. Whos- business was it in the store to mark the goods when they were opened and the purchase price put on them?

A. Johnnie Martin generally called them off to us and we would mark them.

Q. You and the other employees?

A. Yes, sir.

Q. Did you place the cost and selling price on them?

A. No, sir; the cost price only.

Q. The selling price was not marked on the goods as a general thing?

642 A. No, sir; there was no regular selling price.

Q. Who was the drayman for Simon Cohn?

A. Wash. Stewart.

Q. Wash. Stewart has testified he drayed a great many goods for Simon. He drayed goods from Simon Cohn's brick store to Manfred Meyer's store both in the daytime and in the night-time, as late sometimes as 9 o'clock. Have you any knowledge of the transferring of goods from Simon Cohn's brick store to Manfred Meyer's store?

A. Yes, sir; there were goods hauled there.

Q. Were the goods put up in boxes that were drayed from Simon Cohn's to Manfred Meyer?

A. Yes, sir.

Q. Who supervised the boxing of the goods when they were sent over to Manfred Meyer's store?

A. Why, as a general thing the goods would be laid aside and the boys would be instructed to pack them for Meyer's store.

Q. Did John L. Martin know of goods being sent over to
643 Meyer's store?

A. Yes, sir.

Q. The clerks in the store would pack up the goods to be sent over to Meyer's store?

A. Yes, sir.

Q. I understand you to say you would sometimes get orders from Simon Cohn and sometimes from Johnnie Martin to box up goods and send them over to Meyer's store.

A. Yes, sir.

Q. I will ask you about what kind of goods were sent over there.

A. Principally dry goods.

Q. Did you box up and send a good many?

A. Yes, sir; sent a good many over.

Q. Wash. Stewart has testified that by Simon Cohn's order he hauled a great many goods that came to Simon Cohn from the wharf-boat to the store, to Manfred Meyer's store. Do you know anything about that?

A. No, sir.

Q. Your observation was confined to the store chiefly?

A. To the store chiefly; yes, sir.

644 Q. Did you occasionally go over to Manfred Meyer's store?

A. Yes, sir.

Q. How long after he began to open up that store before it was pretty well filled up with goods?

A. It was filled up in a few days.

Q. The dray was running pretty rapidly and the goods were hurried in there, were they not?

A. Yes, sir.

Q. Did you notice any great haste in getting the goods in there, in getting them transferred to Manfred Meyer's store?

A. No, sir; no particular hurry.

Q. The dray was running steadily, was it?

A. Yes, sir.

Q. Delivering goods?

A. Yes, sir.

Q. In the daytime and in the night-time?

A. I don't recollect of any goods being taken to Manfred Meyer's store in the night-time.

Q. Mostly in the daytime?

A. Yes, sir.

645 Q. Did you supervise the marking of the goods that were taken to Manfred Meyer's store?

A. Some of them were marked and some were not.

Q. Who generally marked and packed the goods?
A. All the employees.
Q. You took a pretty active hand in it yourself?
A. Yes, sir.
Q. Was Manfred Meyer's store filled up in a few days after he returned?
A. Yes, sir.
Q. You spoke of Manfred Meyer having a few goods; about how many boxes were they?
A. I don't know. He came on Sunday, I think. All the boys went down to the wharf-boat to meet Cohn & Meyer. I noticed freight coming off for Cohn and some for Meyer.
Q. You did not observe closely the number of boxes?
A. No, sir.
Q. Did Cohn continue to receive goods from time to time after that?
A. Yes, sir.
Q. Large quantities?
A. Yes, sir.
646 Q. Where were Cohn's goods consigned to, what landing?
A. Some came to the wharf-boat; others came up to that landing above there. I have forgotten the name of it; Arlington, I believe, is the name.
Q. Where were his goods principally received—at what point?
A. At the wharf-boat.
Q. So far as you could judge, was or not Simon Cohn forcing his goods on the market in the fall of 1880, trying to get rid of them?
A. Yes, sir; he was.
Q. Cutting prices very low?
A. Yes, sir; I was instructed not to let a customer leave the house without selling him.
Q. He was pushing up the sales, was he?
A. Yes, sir; he said he needed money and not to stand on the price.
Q. He was forcing the goods off on the market?
A. Yes, sir.
Q. Do you know or have you any knowledge of his selling a lot of pork to different parties?
A. No, sir; I don't think I recollect any pork transactions.
647 Q. Do you remember anything of a sale of pork to Peck, the Chinaman?
A. No, sir.
Q. Where did Manfred Meyer board when he came to Lake Providence?
A. At Simon Cohn's.
Q. He seemed to be as intimate as a member of the family?
A. Yes, sir.
Q. After Fisher went to Manfred Meyer's to clerk where did he continue to board?
A. At Cohn's.

Q. Do you know what salary Fisher was getting?
A. No, sir.
Q. Did Fisher seem to have much capital or money of his own?
A. Well, not that I know of.
Q. Did John L. Martin seem to have much means of his own?
A. No, sir.
Q. Had Collman been up to Lake Providence before you and Cohn went down there?
A. No, sir; not to my knowledge.
Q. Was that the first time you met Collman when you met him at the store?
A. Yes, sir.
648 Q. Was that a pretty good size store in Milliken's Bend?
A. Yes, sir.
Q. Pretty well filled?
A. Yes, sir.
Q. After you returned from Milliken's Bend did Cohn continue to instruct you to mark and ship goods to Collman?
A. Yes, sir.
Q. You continued to mark and ship goods to replenish the stock in that store?
A. Yes, sir.
Q. Did you make any other trip with Simon Cohn to any of these other points where he had been shipping goods?
A. No, sir.
Q. While you were shipping all these goods for Simon Cohn did you consider that he was doing a legitimate business or otherwise? What was your idea about it?
A. I thought he was in partnership with them.
Q. You thought he was a partner of the persons to whom he was shipping goods?
A. Yes, sir.
Q. Did you ever see any money paid to Simon Cohn of
649 these goods he was shipping off?
A. No, sir; except in one instance. I saw Stockner pay him some money once for some goods he had bought on a Sunday.
Q. Is that the only instance?
A. That is the only instance I can recollect where I saw any money change hands.
Q. That was Max Stockner?
A. Yes, sir.
Q. Was that a large bill or a small bill of goods?
A. It was several cases of goods. The amount paid I don't know.
Q. He paid for several cases of goods?
A. Yes, sir.
Q. That was the only instance in which you know of money changing hands?
A. Yes, sir.
Q. From what you could see Simon Cohn was interested in all three shipments?

A. Yes, sir.
Q. Who did the writing for Simon Cohn?
A. John L. Martin.
Q. John L. Martin attended to the writing for Cohn?
650 A. Yes, sir,
Q. Who usually selected the goods that were packed and shipped off?
A. The party buying them.
Q. When you went down to Milliken's Bend with Simon Cohn did he take any goods along that trip to Collman?
A. I overheard him and Martin talking, and as well as I remember there was some goods for Collman taken down.
Q. What time did you leave Lake Providence?
A. Some time in the month of November.
Q. You were there, then, from the first of September until the early part of November?
A. Yes, sir.
Q. In the employ of Simon Cohn?
A. Yes, sir.
Q. Was Fisher & Meyer still boarding with Simon Cohn up to the time you left?
A. Yes, sir; Renestine was also boarding with Cohn.
Q. Please examine the bill of lading book and state who marked and shipped the goods to A. Cohn Nov. 1st, 1880, to Hard Times Landing.
651 A. Simon Cohn selected them.
Q. What did they consist of?
A. Household furniture and carpets.
Q. How were the goods marked?
A. "E.," Hard Times Landing.
Q. Who were they selected for?
A. S. Elgertter.
Q. Do you remember the occasion of that shipment of that furniture to Elgertter?
A. Yes, sir; he was going to get married; that was to fix his house up with.
Q. Was he in any way related or connected with Simon Cohn?
A. I believe he was.
Q. You don't know how, but you think he was connected with Cohn?
A. Yes, sir; I think he was.
Q. Did he come to Lake Providence when those goods were selected and shipped?
A. No, sir.
Q. Was C. L. Collman in Lake Providence when goods were selected and shipped to him?
A. No, sir.
Q. Who attended to the selecting of the goods that were marked and shipped to C. L. Collman & Co.?
A. Simon Cohn & Martin.

652 Q. Who usually selected the goods that were marked, packed, and shipped to different parties?

A. Cohn & Martin together. There was nothing that one did that the other did not know about it.

Q. Did Manfred Meyer select all the goods that were sent around there?

A. No, sir.

Q. Who usually selected the goods for Meyer?

A. Cohn.

Q. Simon Cohn?

A. Yes, sir.

Q. Have you ever examined the books of Simon Cohn?

A Yes, sir; I have seen the books.

Q. How was his book-keeping usually done, in one set or two sets of books?

A. He had two sets of books.

Q. Will you explain about that—how it was?

A. He had two sets of books and made entries in both of them at the same time. On one occasion I made some entries in the books myself.

653–663 Q. What was the purpose of keeping this double set of books?

A. As I said before, it looked to me like a fraud on his creditors.

Q. Explain.

A. It was for the purpose of defrauding his creditors.

Q. Do I understand you to say the object of the double set of books was to mislead the creditors in case they came to examine the books?

A. Yes, sir; that was my impression.

Q. Would one set of the books show the business to be in a different condition than the other set would?

A. Yes, sir; one set was for the creditors. They showed the goods sold and paid for. The other set was a memorandum for the office, to show who had paid for goods and who had not.

Q. Where did you go after leaving Lake Providence?

A. "Hard Times" Landing, La.

Q. Were you employed at Hard Times L'd'g?

A. Yes, sir.

Q. By who?

664 A. Morris and Cohn.

Q. What was the style of the firm?

A. A. Cohn & Co.

Q. What relation was A. Cohn to Simon Cohn?

A. Brother.

Q. What position did D. Morris have in the firm?

A. Partner.

Q. Did they have a large store at "Hard Times" Landing?

A. Yes, sir; it was quite a large store.

Q. Did you recognize any goods in that store that you had seen at Simon Cohn's store?

A. Yes, sir; I seen goods there just like them.

Q. Resembled goods you had seen in Simon Cohn's store?

A. Yes, sir.

Q. Was that a large stock that A. Cohn & Co. had at Hard Times Landing?

A. Yes, sir; there was a good stock of goods there.

Q. Who were the clerks there?

A. The book-keeper was Levy; his first name I don't know.

Q. And the other clerks?

A. There was another one; I can't call his name.

Q. Were you there long?

665 A. One week.

Q. Did you ascertain where Manfred Meyer had been working before he came to Lake Providence?

A. He was book-keeper for A. Cohn & Co.

Q. Was that just before he came up to Lake Providence that he had been book-keeper down there?

A. Yes, sir.

Q. Levy succeeded him in charge of the books of A. Cohn & Co.?

A. I think so; he was keeping the books when I was there.

Q. Have you any knowledge of any other goods that were bought and paid for except those you saw Max Stockner pay for?

A. I don't know of any one paying any money except Stockner. I saw him pay the money.

Q. You don't know how much?

A. No, sir.

Q. You say the goods were generally shipped on the order of Martin or Cohn?

A. Yes, sir.

666 Q. You have no knowledge whether they had been paid for or not?

A. No, sir.

Q. Examine the bill of lading book and state in whos- handwriting the entries appear to be made.

A. I find nearly all the entries in the bill of lading book in the handwriting of V. M. Purdy; some few were made by my brother, John Arrighi.

Q. Mr. Arrighi, from what you saw after you had been in the employ of Simon Cohn for a short time, did you consider he was doing a legitimate business? What was the character of the business he was doing?

A. I thought he wasdoing a mighty reckless business.

Q. You thought it was conducted as if a merchant was forcing his goods on the market?

A. Yes, sir.

Q. Did you consider he was preparing for a failure by getting rid of his goods so rapidly?

A. Why, yes, sir. I knew he could not last long the way

667 things were going; that was why I left his employ and sought employment elsewhere.

Q. From what you could understand, was that an honest failure of Simon Cohn's?

A. Well, according to my testimony, I cannot say it was an honest failure. It did not look to me like an honest failure.

Q. When he was getting rid of his goods so rapidly did you consider he was fixing himself for a failure?

A. Yes, sir; I thought as much.

Q. The transactions did not look legitimate?

A. No; they did not.

Q. You say on that account you quit his employ?

A. Yes, sir.

Q. Please explain how the goods were distributed when they were opened after they were received at Cohn's store.

A. They were opened out and marked and distributed in 4 lots. Stockner got a portion, Meyer got a portion, C. L. Collman & Co. got a portion, and a portion remained in the store; what was not sold remained in the house. Witkowski also bought
668 some. The goods were laid in four piles until we got through marking them. Then we received instructions from either Martin or Cohn, sometimes both together at once, how to mark the goods and who to ship them to.

Q. The goods were generally distributed in that way?

A. Yes, sir.

Q. That was the only selection that was made of them?

A. Yes, sir.

Q. It was made in the manner you have stated?

A. Yes, sir.

Q. Well, now, this distribution gave a great deal of work to the clerks?

A. Yes, sir; handling the goods 3 or 4 times.

Q. Did the business go on continually during the fall of 1880?

A. Yes, sir; during the time I was there we worked at it ev-ry day and often at night.

Q. And Sundays?

A. And Sundays.

Q. Were all the clerks working hard in the manner in which you have stated?

A. Yes, sir.

669 Q. And they were shipped off in the manner you have stated?

A. Yes, sir; a whole case of one kind of goods—one color and one stamp—were divided up into 4 lots—four divisions made of it.

Q. As fast as they came in the store?

A. Yes, sir.

Q. Did that look unusual to you—the buying of a whole case of goods of the same kind?

A. Yes, sir; it was unreasonable.

Q. I suppose prints were bought in that way?

A. Yes, sir; it was not reasonable.

Q. As soon as they came in the store they were distributed in the manner in which you have described?

A. Yes, sir; Stockner was there sometimes and picked his goods.

Q. Sometimes they were shipped without his making any selection?

A. Yes, sir.

Q. As to those goods shipped elsewhere—was there any selection made of those goods more that the division you have referred to?

670 A. No, sir.

Q. Did that seem to be the usual course of business?

A. No, sir; I regarded it as a swindle, either that or that Cohn was a partner.

Q. With the parties to whom he was distributing the goods?

A. Yes, sir.

Q. From what you know of the way in which the business was conducted did you consider it a legitimate business?

A. No, sir.

Q. It was a mere distribution of the goods as they came into the store?

A. Yes, sir.

Q. Without reference to cost or value?

A. Yes, sir.

Q. It was a mere distribution of goods to suit the purpose of Simon Cohn?

A. Yes, sir; it looked to me as if he was trying to get rid of the goods in any way he could. It looked to me like he did not know what moment he would be attached. He was getting rid of the goods to save them by scattering them around among different persons.

671 Examination of O. J. ARRIGHI resumed:

Q. Mr. Arrighi, were you ever spoken to or written to by Simon Cohn, or any one for him, in reference to giving your testimony in this case?

A. Yes, sir; I received a letter from Simon Cohn.

Q. When did you get a letter from him?

A. I got a letter from him, I think it was, in August last.

Q. Last August, 1887?

A. Yes, sir.

Q. Have you that letter in your possession?

A. No, sir; I don't think I have. I think I destroyed it. I won't say positively. It was written by B. F. Therrel for Simon Cohn. I think I have destroyed the letter. I have looked for it and cannot find it. It is not in my power to produce it.

Q. Who did you say the letter was written by?

A. Ben. Therrel.

Q. Whos- name was signed to the letter?

A. Simon Cohn.

672 Q. You mean the letter was written by Ben. Therrel and signed by Simon Cohn?

A. Yes, sir; the postscript was Therrel's.

Q. Will you state as near as you can the substance of that letter?

A. It said there was an investigation going on, and that Judge Wyly was trying to prove fraud on the part of Simon Cohn in his failure, and about the transactions at the Manfred Meyer store and the Cohn store; that they did not want me to do them any injury in my testimony. That was the substance of the letter.

Q. Was it suggested to you to withhold any information you might have regarding Simon Cohn's failure and the transactions at the Manfred Meyer store?

A. It was only suggested that they did not want me to do them any injury; that they were not only trying to prove fraud, but that they were trying to take some property away from the old lady, his mother-in-law.

673 Q. What did you understand by their not wanting you to injure them?

A. I understood they did not want me to give any testimony that would hurt them in any way.

Q. Was it a short or a long letter?

A. It was a page or a page and a half.

Q. What did the postscript contain?

A. It was from Therrel He said he was glad I was up here and hoped I was doing well. He said he had been requested to write me by Simon Cohn. The signature to the letter was Cohn's; the postscript was Therrel's.

Q. Did Manfred Meyer continue to board at Cohn's all the time you clerked there?

A. Yes, sir.

Q. As long as you remained in Providence?

A. Yes, sir; until he got married.

Q. Did I understand you to say you had a very full knowledge of that Manfred Meyer store and how it was filled up with goods?

A. Yes, sir.

674 Q. Will you explain now, as near as you can, when the goods came in and where they came from?

A. The goods came in very rapidly; they were constantly coming in big lots at a time, and the best of goods—general merchandise—everything pertaining to a general stock.

Q. Where were they principally bought from?

A. Well, the principal portion of the goods came from Simon Cohn.

Q. Brought by Wash. Stewart's dray?

A. Yes, sir; the first goods that came there came from Simon Cohn's.

Q. Manfred Meyer's store was filled up with goods from Simon Cohn's stock?

A. Yes, sir.

Q. I think you estimated the stock at how much?

A. Well, it was a tremendous stock of goods; I believe it was worth $8,000 or $10,000.

Q. Not less than that?

A. No, sir; I don't believe that would cover it.

Q. And you say you think the bulk of the goods came
675 from Simon Cohn's store?

A. I don't think it—I know it.

Q. How was that business conducted there? Was it a cash or credit business?

A. During my time it was all cash; there were a few of Simon Cohn's old customers; I don't know how the thing was fixed up, but they got some goods and brought in cotton for them.

Q. Parties that Simon had been supplying?

A. Yes sir.

Q. You mean to say that after Simon Cohn was closed up some of his old customers came around to Manfred Meyer's store and traded there?

A. Yes, sir.

Q. Manfred Meyer continued the business of supplying them?

A. Yes, sir.

Q. You think that Simon Cohn's best customers came over to Manfred Meyer's and continued their business there?

A. There was not a great many of them—only a few; I judge they were the best of them.

Q. They continued their business with Meyer and carried
676 out their contracts with Cohn?

A. Yes, sir.

Q. When they gunned out their cotton who did they bring it to?

A. They brought it to us.

Q. Was the settlement made with Meyer?

A. I don't know, sir.

Q. You only know the cotton was brought to Meyer?

A. Yes, sir.

Q. Was Cohn around there occasionally?

A. Yes; he was backwards & forwards.

Q. So far as you could judge, did you consider that Cohn was one of the parties in interest in that store?

A. Oh, yes, sir.

Q. Did you or not consider that Simon Cohn was the real owner of the Manfred Meyer store?

A. Yes, sir; I knew it from their talk and from the way they acted.

Q. Did you regard that business as a sham then—it said to be down in Manfred Meyer's name?

A. Yes, sir.

Q. Having a knowledge of the business, their relations to each other, and the circumstances under which Meyer came, you
677 thought the business being put in Manfred Meyer's name was a sham?

A. Yes, sir.

Q. What was the impression produced upon your mind as to the true business relations existing between Meyer & Cohn?

A. I thought Meyer was only a cover for Cohn.

Q. That the business was Cohn's done in Meyer's name?

A. Yes, sir.
Q. You knew Cohn was very much embarrassed?
A. Yes, sir.
Q. Did not a good many of the agents of the creditors of Simon Cohn come to Providence?
A. Yes, sir.
Q. Did Cohn pay any of his creditors so far as you could tell?
A. I don't think he did; not to my knowledge.
Q. What was the character of that failure so far as you could judge?
A. It was a swindle.
Q. Was it manifestly a fraudulent and swindling affair?
A. Yes, sir; that is the way I looked at it.

Q. What did you understand by goods being shipped away
678 from there previous to the failure of Simon Cohn?

A. Well, after I left Simon Cohn's store and went to Manfred Meyer's store I knew nothing at all about the business at the brick store.
Q. But prior to that time?
A. I knew of some few shipments immediately after Cohn returned from the brick store.
Q. So far as you could observe, were the goods being run off to put them out of the way of his creditors?
A. Yes, sir; I think so.
Q. Did you consider that Simon Cohn was conducting a legitimate business prior to his failure?
A. No, sir.
Q. What induced you to think so?
A. First, there was a big lot of goods coming in, and the business did not justify such a large stock, and then as fast as the goods arrived they were sent somewhere else or sold right off. It did not look straight to me.

Q. Did Cohn seem to be very anxious to send the goods
679 away or sell them as rapidly as they came in?

A. Yes, sir; just so he could dispose of them.
Q. Did there seem to be a desire to remove the goods or sell them and get them out of the way of his creditors?
A. Oh, yes, sir.
Q. Did you regard those reshipments of the goods to these various parties as legitimate or simply as a fraud to get them out of the reach of his creditors?
A. I looked upon it as a fraud to get the goods out of the way.
Q. Please look at that bill of lading book and state in whose handwriting the entries are mainly made out (handing witness bill of lading book).
A. V. M. Purdy's.
Q. Is it customary for merchants in small towns to ship large quantities of goods?
A. No, sir.
Q. It seems to be out of the usual course of business?
A. Yes, sir.

Q. Did you ever see C. L. Collman at Cohn's store?

A. I don't think I ever did.

680 Q. These goods that were shipped to these different parties—were they selected by the parties to whom they were shipped or were they selected by Cohn and Martin?

Q. While I was in the store I saw no goods shipped except those to Stockner. I never saw but one of the Stockners there.

Q. The goods then were usually selected by Cohn & Martin?

A. That I don't know. I was not there when the goods were shipped.

Q. You saw some goods shipped before you left?

A. To Stockner—yes, sir; and that was only once.

Q. Did Meyer & Cohn seem to desire to keep secret their business relations, so far as you could judge?

A. Yes, sir. They would never speak before anybody about their business, as I know of.

Q. The goods came in rapidly?

A. Yes, sir.

Q. Did you receive some furniture and carpets at the store?

A. We received some at Manfred Meyer's store.

Q. You had some carpets there?

681 A. Yes, sir. I don't know anything about any furniture.

Q. How was that business conducted at Manfred Meyer's store? Was it on a more legitimate basis than it had been at Cohn's store?

A. Yes, sir.

Q. How had it been conducted in Cohn's store?

A. I was there only a short time. I only helped to pack and mark the goods.

Q. Were there a large number of clerks employed at Cohn's store?

A. Yes, sir.

Q. How were they employed?

A. In unpacking, marking, and repacking goods.

Q. Were the clerks worked hard?

A. Yes, sir; night and day.

Q. Was this active business of marking and repacking goods continued over on Sunday sometimes?

A. Yes, sir.

Q. And at night?

A. Yes, sir.

Q. Cohn was very active in getting rid of his goods?

A. Yes, sir.

Q. Of this large amount of goods that Cohn had purchased

682 what proportion were reshipped and carried over to Meyer?

A. Well, it was a good lot. I can't say what proportion.

Q. A large amount, I suppose?

A. Yes, sir.

Q. You say you went from Cohn's to Meyer's?

A. Yes, sir.

Q. What sort of goods were brought to Meyer's from Cohn's store?

A. The choicest kind of goods.

Q. Have you any knowledge with regard to Cohn disposing of a lot of pork and groceries?

A. I know nothing of any pork transactions, but I saw some of the same kind of pork barrels that Cohn had at Jim Peck's.

Q. What was your understanding about the pork that Peck had?

A. Well, one day I was going up the street with Eugene Leddy, one of the clerks in the store, and I saw a lot of pork on the street in front of Peck's. Leddy said that it was a lot of a 100 barrels of pork that Cohn let Peck have. I don't know how it was sold.

Q. You saw the pork at Peck's store?

A. Yes, sir.

683 Q. Was it understood that Cohn was selling groceries at a very low figure?

A. Well, that was the talk in town and at the store.

Q. Did they begin getting rid of goods rapidly after Cohn's return?

A. Yes, sir; during the first few days after Cohn's return, before I went to Meyer's, we were very busy sending goods away.

Q. From what you could learn did you understand that Cohn set this thing in motion soon after his return of unloading and getting rid of his goods?

A. Yes, sir; right away.

684 In the United States Circuit Court, Fifth Circuit, Western District of Louisiana.

MISSISSIPPI MILLS *vs.* MRS. FANNIE COHN *et als.* } No. 90.

&

WOOD & LEE *vs.* SIMON COHN *et als.* } No. 111.

Consolidated cases in equity.

Testimony taken before J. B. Beattie, special examiner, appointed by order of court on the 16th day of Dec., 1886.

FIRST DAY'S SESSION, *Dec. 16th*, 1886.

Appearances: J. B. Beattie, special examiner; Hon. W. G. Wyly, solicitor for complainants; C. J. Boatner, Esq., solicitor for defendants.

Agreement of Counsel.

It is agreed by counsel for complainants & defendants that the oral testimony to be taken in these causes shall be taken be-

685 fore J. B. Beattie, special examiner, in short-hand, the same to be transcribed by him and filed. It is further agreed that the signatures of the witnesses to the original short-hand notes of their testimony *is* hereby waived.

Testimony of V. M. Purdy.

V. M. PURDY sworn & examined on behalf of complainants.

Direct examination.

By Judge WYLY:

Q. Mr. Purdy, do you keep a wharf-boat here?
A. Yes, sir.
Q. How long have you been engaged in keeping a landing & wharf-boat at Lake Providence?
A. Since 1876.
Q. Been receiving goods generally for the merchants of Lake Providence?
A. Yes, sir.
Q. Do you know the defendant Simon Cohn?
A. Yes, sir.
Q. What was the occupation of Simon Cohn in 1880 & for several years previous?
A. He was a merchant in town here.
Q. Carrying on a store?
A. Carrying on a general store; yes, sir.
Q. Merchandising?
686 A. Yes, sir.
Q. Was he operating largely?
A. Yes, sir.
Q. What was the result of his venture?
A. He failed here. I have forgotten now what year it was. As to the result of his venture I cannot say.
Q. About what time did he fail, if you can recollect?
A. His store was closed by attachment.
Q. What year; do you remember?
A. I don't remember the year, sir.
Q. Was he immediately preceding his failure receiving a large amount of goods?
A. Yes, sir; receiving a good many goods; handling a good many goods.
Q. Were any of his goods received at your wharf-boat? Were you receiving for him?
A. Yes, sir; I think that I received pretty near all of them.
Q. Were any of the goods sold in original packages at the wharf-boat, as well as you can recollect?
A. Well, sir, I have no means of knowing of my own knowledge. I delivered the goods to people on his orders. I don't know how he sold them.
Q. Were any of his goods shipped from here?
687 A. Yes, sir.
Q. Where to?
A. To different points along the river—to several points.
Q. How long was that before the failure?

A. Well, that was in the fall.

Q. Do you remember to whom he shipped these goods that were shipped from here?

A. Well, I remember that some of the goods were shipped to Max Stockner, at Longwood, La.; some were shipped down to Arcadia, on the Mississippi river; some to Milliken's Bend, and some to Hard Times.

Q. What Stockner did you say that was the goods were shipped to?

A. Max Stockner.

Q. What business was he engaged in?

A. He was in the mercantile business.

Q. The goods were shipped from your wharf-boat up to Stockner's Landing?

A. They were shipped to Longwood Landing.

Q. But they were for Max Stockner?

A. Yes, sir; they were directed to him, consigned to him; some of them were sent from town down to the wharf-boat to be shipped to him.

688 Q. You state that he was a merchant?

A. Yes, sir.

Q. These goods were boxed up, were they?

A. Yes, sir; they were boxed up in cases.

Q. How many cases do you remember?

A. I don't remember.

Q. Can you supply us with the information from your books?

A. Well, sir, I might be able to do so.

Q. You can't tell the exact number of boxes; can you give us about the number?

A. No, sir; I cannot tell anything about things like that. They never impressed themselves upon my mind at all.

Q. I understand you to say that these goods were shipped from town here?

A. Yes, sir; some of them were shipped down from town to the wharf-boat to be shipped like any other merchant's goods.

Q. Who gave you these orders to ship, Mr. Cohn?

A. They were sent down with the marks on them. I don't know that he ever gave me any positive orders to ship them.

Q. About these goods that were shipped to Arcadia?

689 A. They were directed to another man by the name of Stockner; I have forgotten his first name.

Q. Were they shipped in case?

A. They might be, but don't recollect; so long ago. I handled so many goods I don't recollect how they were shipped.

Q. Who is that Max Stockner at Arcadia; is he a merchant?

A. I think he was a brother of Max Stockner.

Q. Where were those goods taken from, or did you receive them from up the river?

A. They were sent from town.

Q. Do you remember the number of cases?

A. No, sir; I don't.

Q. Those shipments to Milliken's Bend; to whom were those goods shipped & consigned?

A. I have forgotten the man's name.

Q. Have you memoranda on your books?

A. I may have.

Q. Were those goods received by you from up the river or from town?

A. I think they were received from town, to the best of my recollection.

Q. Do you remember the number of cases?

A. No, sir; I don't.

690 Q. Mr. Purdy, about those shipments to Hard Times; please explain what you know about those shipments. To whom were they directed?

A. I cannot give you the information, it was so long ago. I done so much of that business it never impressed itself on my mind.

Q. You cannot recall the name of the party?

A. It is just like shipping one hundred bales of cotton. I don't remember the names of the parties.

Q. Were those goods received by you from up the country or from town?

A. I think some were put off by steamboats; some of them were sent from town, to the best of my recollection.

Q. Did you receive many goods during the year for Simon Cohn?

A. Yes, sir; I received a great many.

Q. Where were they generally from?

A. I am unable to tell you, for I don't know; they were put off from steamboats.

Q. Now, Mr. Purdy, I will ask you whether or not any marks on these goods were altered or changed at your wharf-boat.

691 A. The only marks that were changed at my wharf-boat, that I remember of being changed, was a lot of fifty barrels of flour—fifty half barrels. I helped to do it myself. That is the only marks of goods that were changed that I know of.

Q. In whose names were these goods marked when they were received at the wharf-boat?

A. They were consigned to S. Cohn. We just scra-ched out the "S" and left the "C."

Q. Whos- goods were they?

A. They were received for Simon Cohn's account.

Q. About how long was this altering of the marks of the goods before the failure?

A. It would be unsafe to answer.

Q. Was it in the fall?

A. I think it was in the fall of the same year.

Q. What became of those packages the marks of which had been changed?

A. They were shipped down the river.

Q. To what point?

A. I think they went to Hard Times.

Q. Do you remember whether or not any of those goods were consigned to Alexander Cohn, brother of Simon Cohn?

692 A. I don't know. I cannot tell. The bills of lading will show.

Q. Were goods still being received at your wharf-boat from above for Simon Cohn after he commenced shipping from this point?

A. There may have been. I cannot answer that question definitely, because I don't know. He got goods just the same as any other merchant throughout the year. So far as I know he received goods after he commenced shipping them.

Q. Do you know of his selling any of those goods in original packages to merchants in the town of Lake Providence?

A. To my own certain knowledge I don't know.

Q. Do you tell us what you know with reference to question?

A. There was orders sent down for the delivery of goods like any other merchant in town would do, and I delivered them.

Q. Can you remember the names of any of those merchants to whom orders were given for those goods?

A. I do not.

Q. Do you remember how those orders came addressed?

A. I do not.

693 Q. Would it be in your power, Mr. Purdy, by investigating your books to find those orders?

A. It will not, for after three years the orders were destroyed.

Q. Can you give any more specific information by an examination of your books?

A. No, sir. As I told you before, I cannot.

Q. As to the reshipments, can you give us any information about them?

A. I might be able to.

Q. Did you ever have any conversation with Simon Cohn with reference to reshipping those goods?

A. No, sir. I cannot state positively whether I did or not, it has been so long ago.

Q. What do you know in reference to this failure of Mr. Cohn?

A. What I know?

Q. Yes, sir. Have you any information in reference to it?

A. I know his store was closed by attachment by S. P. Newman & Co., of New Orleans.

Q. Was he heavily embarrassed?

A. I am unable to state, sir.

Q. Have you any information as to whether or not he paid anything to his creditors?

A. I don't know of my own certain knowledge?

694 Q. Do you know anything in reference to this store that sprung up in the name of Manfred Meyer, Lake street?

A. I do not.

Q. You know he opened a store here?

A. Yes, sir.

Q. Before or after the failure?

A. It was in the early fall, previous to the failure; about the 1st of September, I think it was.

Q. Do you know where he came from, this Manfred Meyer?

A. I do not.

Q. Where did he open his store?

A. He opened in town here, on the corner, in the store now occupied by McRae.

Q. Was it a large store?

A. It was a pretty good store.

Q. Did he never receive any goods from the wharf-boat? Were there any consignments for that store at the wharf-boat up to the time of Simon Cohn's failure?

A. Yes, sir.

Q. Will you state about the amount of the goods they received? Was it large or small consignments?

A. I am unable to state that intelligently; I never impressed those things on my mind.

695 Q. About what was the size of the stock he had in the store?

A. The store appeared to be pretty well filled up in goods.

Q. Was it the usual size of the stock of goods in a country store?

A. Yes, sir.

Q. Well, now, Mr. Purdy, as having kept that wharf-boat, you have a general knowledge as to the extent of the shipments that were made to Manfred Meyer, whether or not they were such consignments that would ordinarily fill a store of that size. What was the character of the shipments as to the extent?

A. I don't know that I am able to answer that question, because I don't know. I have never been a merchant and I don't know how many goods it will take to fill up the store.

Q. Did you ever hear Simon Cohn say anything about putting goods in that store?

A. No, sir.

Q. Did you ever hear Mr. Meyer say anything on the subject?

A. No, sir.

Q. Will you be able to state, after examining your books, what goods Mr. Meyer received from the — he opened his store—the number of packages?

696 A. I might.

Q. Will you be able to make up this statement in the next twenty-four hours of those different consignments to Manfred Meyer from your books?

A. I might, sir, if I have got the books in my possession; as I stated before, after the books are three years old they are generally destroyed.

Q. Will you please make up a statement memorandum from your books, if you can do so, of those consignments enquired about?

A. I will try to do so, sir, if I have the books.

Q. How long did Manfred Meyer occupy the store and where did he go to then from here?

A. I think it was in January that he moved around into the store occupied by Simon Cohn, to the best of my recollection; the stock was sold at sheriff's sale and he bought it; I recollect he moved around there about the first of January.

Q. Was this storehouse of Simon Cohn's—had it been previously occupied?

A. Yes, sir.

697 Q. Was Simon Cohn ever engaged there in any capacity—as a clerk or in any way?

A. He used to stay there.

Q. Stayed in the store?

A. Yes, sir.

Q. After Manfred Meyer opened there?

A. Yes, sir.

Q. Did he seem to be transacting business there in the store?

A. Well, I cannot tell anything about that; I moved away from here then; it was during this year, I think, that I left; I don't think I was doing business here then; I think it was in 1880 or 1881 I left here and went to Greenville, Miss.

Q. Was Mr. Cohn about the store?

A. He used to remain about the store.

Q. Apparently in business about the store?

A. I reckon so; he was around the store.

Q. Seemed to be occupied there, did he?

A. Yes, sir.

Q. Did the store seem to be a pretty large one?

A. Yes, sir; the store appeared to be filled up with goods.

Q. Do you know anything of the final settlement or breaking up of the town store occupied by Manfred Meyer?

698 A. I believe Mr. Meyer left here. When he was here he occupied the store in his own name, and after awhile he left here.

Q. Do you know anything of the relationship existing between Cohn & Manfred Meyer?

A. Not of my own personal knowledge. I never made any enquiries myself.

Q. Do you know of Mr. Simon Cohn collecting any bills or transacting any business in the name of Manfred Meyer?

A. I do not.

Q. Did he seem to have any other occupation than being around the store of Manfred Meyer?

A. Not to my knowledge.

Q. From what you saw do you regard him as clerking in the store?

A. He was around the store. I don't know what position he occupied. He might have been clerking in the store or he might have owned the store. I never asked any questions. All the transactions I had were with Mr. Meyer. I did not look to anybody else.

Q. Did Mr. Cohn seem to take any interest in *in* the business of the store?

699 A. He might.

Q. Was he there pretty regular?

A. He appeared to stay in the store all the time, so far as I know.

Q. Do you know Mrs. Steinhardt?

A. Yes, sir; I know her.

Q. Has she ever had any person at hand in the handling of any mercantile business in this town?

A. Not to my knowledge.

Q. Does she give any attention to the store—of any business—that you know of?

A. Not to my knowledge.

Q. Where does she reside?

A. Right back of the store.

Q. Who with?

A. Simon Cohn.

Q. How long has she resided there?

A. I cannot state the number of years, because I don't know positively. I think she has been living with him ever since he came here.

Q. Who has ap-arently been acting as her agent here?

A. Mr. Cohn has.

Q. Does she transact any business except through Simon Cohn?

A. I don't know. She never transacted any business with me.

Q. In your business with the store who attends to it?

700 A. Simon Cohn sometimes, sometimes the clerks, and sometimes Mr. Fisher.

Q. Who seems to have general control?

A. Well, Mr. Cohn; he is proprietor of the store.

Q. How does Mr. Cohn seem to do there in the store? Does he seem to act as owner?

A. He appears to have the management of it?

Q. Handles the cash?

A. He handles the cash and draws the drafts as agent.

Q. How was this cotton marked?

A. It is marked "Ike Olly."

Q. Who told you to put that mark on the cotton?

A. I never put it there: he puts it there himself. It is put there before it comes to me; he has brands for that purpose.

Q. Is Ike a family name?

A. I believe one of his boys is named Ike.

Q. Any of his children named Olly?

A. I believe he has a son called Olly.

Q. Where is that cotton shipped to?

A. This year it has been shipped to New Orleans principally; a few bales were shipped to Greenville.

701 Q. To whom has it been sent?

A. To Vickam & Moon, in New Orleans.

Q. In your business at the wharf-boat, have you ever received any orders or directions of any kind of Henrietta Steinhardt in reference to receiving or shipping any goods?

A. No, sir; never have.

Q. Has she ever transacted any business with any one else that you know of?

A. She has never transacted any business with me.

Q. What store is now conducted ostensibly in her name?

A. The brick store.

Q. Under what title?

A. Simon Cohn, agent.

Q. I will ask you, Purdy, whether or not Simon Cohn does not conduct that store and control its affairs as thoroughly as other stores are conducted by other merchants.

A. He appears to have control of it, so far as I know.

Q. Does his position in the store seem to be that of a clerk or the proprietor?

A. So far as I know he appears to have control of the business.

Q. Does he seem to be conducting it of his own volition
702 or does he seem to be conducting it for some one else?

A. In my business transactions with him he has never consulted anybody that I know of. He may have done so in my absence, but not so in my presence.

Q. Does he seem to use the money to suit himself in any way he chooses? Do you know of his playing cards?

A. I have seen him playing cards and I have heard of him playing cards.

Q. Do you know of his using money of that store for the purpose of betting?

A. No, sir.

Q. Do you know of his betting and taking money of the store to pay his debts?

A. I do not and all I know in relation to his playing cards is what he has told me himself. He told me a few days ago he had won a thousand dollars playing poker.

Q. Do you know of his signing bonds for public officers and putting his name to the bond as agent?

A. I have seen his name on the bonds. I have the misfortune to be on one myself.

703 Q. How is his name written on the bond? What bond is it?

A. Sheriff's bonds.

Q. What sheriff?

A. The late M. S. Powell.

Q. How much is he on the bond for?

A. I think for five thousand dollars, if I am not mistaken.

Q. How was his name written?

A. It is written Mr. Steinhardt. I don't know whether his name is signed there or not.

Q. Mr. Purdy, do you know or have you any knowledge in reference to the business conducted out here at Black Bayou in the name of Johnnie Martin?

A. I do not of my own personal knowledge.

Q. Were there any goods that came to your wharf-boat, consigned

to Simon Cohn, sent out there to the store on Black Bayou in the name of Johnnie Martin?

A. Well, sir, there never have been. Well, sir, if they were they were delivered from the store in town. I cannot state positively, but I think the goods came marked for that store. I think it was carried on in Johnnie Martin's name and the goods were shipped direct to him.

704 Q. Did Simon Cohn ever send any orders or give any directions about those goods?

A. Not to my recollection. I don't recollect to have had any conversation about the matter.

Q. Have you any information concerning the store on what is called the Bank place, below here?

A. No, sir; that was out of my ter-itory.

Objection.—Counsel for Mrs. Henrietta Steinhardt and Mrs. Fannie Cohn objects to all the foregoing testimony of Mr. Purdy on the ground that the facts refer-ed to and given by witness are as to——

Cross-examination.

By Mr. BOATNER:

Q. Do you recollect of Simon Cohn giving any direction to reship any goods to the parties from whom they were received a short time previous to his failure?

A. I do not. He might have done so.

Q. Do you recollect anything about sending goods back at all?

A. No, sir; I don't recollect. It might have been done, though.

705 Q. Mr. Purdy, was there anything secret or surreptitiously about the shipment of these goods to the parties you have mentioned here?

A. They were shipped in broad, open daylight. Of course goods are shipped in the night-time & daytime, too, on the wharf boat. It depends upon what time the boat comes along.

Q. You stated awhile ago in one of your answers that Mr. Cohn was the proprietor of this store down here. Do you know of his having claimed that business as his own?

A. Which store is that? If I recollect aright——

Q. In one of the answers you stated that he was proprietor of the brick store.

A. That was a mistake. He is acting as agent for Mrs. Steinhardt. All the goods that are shipped and all the goods that are received are received for her by him as agent. All the shipments of cotton will show—for the last two or three years were received and shipped for her by him.

Q. While Mr. Manfred Meyer was here he controlled and managed his business as any other merchant would?

A. Yes, sir.

Q. All of your business transactions with Mr. Manfred Meyer were had with him as owner of the business he was engaged in?
A. Yes, sir.

703 *Note by the Examiner.*

FRIDAY, *Sept. 16th*, 1887.

Present: J. B. Beattie, special examiner, & Hon. Wm. G. Wyly, solicitor for complainants, & counsel for def'ts, J. M. Kennedy, Esq., being ill and unable to appear, the examination of witnesses was continued until to-morrow, Saturday, Sept. 17th, 1887, at 10 a. m.

SATURDAY, *Sept. 17th*, 1887.

Present: J. B. Beattie, spe'l examiner, & Hon. Wm. G. Wyly, solicitor for complainants, & Hon. J. M. Kennedy, solicitor for def'ts, being unable to be present in consequence of illness, the examination of witnesses was continued until Monday, Sept. 19th, 1887, at 10 a. m.

MONDAY, *Sept. 19th*, 1887.

Present: Hon. Wm. G. Wyly, solicitor for complainant-, & Hon. James M. Kennedy, solicitor for def'ts, &, Hon. Jas. M. Ken-
707 nedy having business in court on this day, the examination of witnesses was continued until to-morrow, Tuesday, Sept. 20th, 1887, at 10 a. m.

708 V. M. PURDY sworn and examined on behalf of complainant.

Direct examination.

By Judge WYLY:

Q. Mr. Purdy, I will ask you whether you have under your control or in your possession books showing receipt of freight at the wharf-boat and shipments of freight from the wharf-boat during the years 1880 & 1881.
A. I have not.
Q. Have you ever advised with any one or informed any one in writing to this effect: "I have bills of lading from August 16th, 1880. No such box was shipped. V. M. Purdy."
A. I did.
Q. What has become of these bills of lading that you had at that time?
A. I would like to explain that answer at the time I gave the information.
Judge WYLY: To the statement of the witness desiring to explain his answer the counsel for the plaintiff protests and objects
709 that the witness has no interest in this case except to answer the questions, and that question has been answered fully and another question propounded. It is, therefore, not competent for the witness on his own motion to make any statement not called for by the examining attorney.

Mr. KENNEDY: The counsel for the defendants insists that the witness has a right to give his answer in his own way and to explain any answer that he may make and counsel for the complainant has no right to cut him off from so doing or in any manner to circumscribe his answer, and counsel for the defendants insists that the witness be allowed, if he so desires it, to explain his answer.

WITNESS: I would like to have the document produced which calls for my answer.

Some six months ago the steamer "City of Cairo" came down with some freight here. The chief clerk, Mr. James S. Elton,
710 left a memorandum at my wharf-boat during my absence, asking for a disposition of the books shipped during the year 1880 on the steamer "Gold-dust" to St. Louis and what became of it, and requested me to examine my books and find if such a box had been shipped from this point on account of Cohn. I examined my books and found that no such box had been shipped, and so answered. That document the attorney, I suppose, has in his possession. The book refer-ed to by that letter has passed out of my possession.

Q. When?

A. Lately.

Q. As soon as you wrote the document referred to?

A. Yes, sir.

Q. When did you make the writing you refer-ed to?

A. I think about three months ago.

Q. Within the last three months your bills of lading and papers showing receipts and shipments on your wharf-boat during the year 1880 & 1881 have passed out of your possession?

711 A. The bills of lading only.

Q. At whose instance were those bills of lading taken out of your possession or put out of your possession?

A. My own.

Q. Will you state positively that the defendants in this suit or any one in their behalf never solicited you to put the bills of lading out of your possession?

A. I will.

Q. Who has possession of these bills of lading?

A. I am unable to inform you at the present time who has them.

Q. To whom did you give the bills of lading within the last three months?

A. I gave them to Mr. Fisher.

Q. Will. H. Fisher?

A. Yes, sir.

Q. Mr. Purdy, will you state under oath about the time you gave the papers to Will. H. Fisher—the bills of lading I mean?

A. I gave them to him three days ago.

Q. Did you give Will. Fisher these bills of lading since the
712 examiner has come here this time?

A. Yes, sir.

Q. Did Mr. Fisher solicit from you the possession of these bills of lading?

A. He did not.

Q. What induced you to give these bills of lading and papers to him?

A. To get them out of my hands.

Q. Why did you give these papers to Will. H. Fisher in preference to any one else?

A. Because he is a friend of mine.

Q. Was he not a friend of Simon Cohn's also?

A. I believe he was.

Q. Is he not occupied in the brick store formerly owned by Mr. Cohn?

A. Yes.

Q. Has he not been clerk for Mrs. Steinhardt in that store?

A. I believe he has.

Q. Did Mr. Fisher seem anxious to get possession of these books?

A. He was not.

Q. Why did you force the possession of them on him then?

A. I knew that he would take good care of them.

Q. Did Simon Cohn have no knowledge that Will. H. Fisher had possession of these bills of lading?

713 A. He did not.

Q. Has he never been informed of it?

A. Not by me.

Q. Have you never informed any one else that you gave Mr. Fisher these bills of lading?

A. I did not.

Q. Has that matter been kept quiet?

A. Yes, sir.

Q. A kind of secret, wasn't it?

A. Yes, sir. It was not necessary to tell everybody in town about it.

Q. Were these bills of lading that you gave Mr. Fisher put out of your possession and control? Were they the documents enquired of in the *subpœna duces tecums* served on you?

A. I think they were.

Q. Will you state positively what day it was that you gave these bills of lading to Will. H. Fisher?

A. Sunday, Sept. 18, 1887.

Q. How many books besides the bills of lading book did Will. H. Fisher get from you?

A. I think that was all, sir.

Q. How many bills of lading books did you give Mr. Fisher last Sunday?

714 A. I only gave him that one.

Q. How many boxes of these books have you?

A. Well, I have them all from the time I wrote that letter up to the present day.

Q. From the 16th of August, 1880?

A. Yes, sir.

Q. Who sorted out from your boxes of books that bill of lading book you gave to Mr. Fisher?

A. I did.

Q. What dates were comprised in that bill of lading book?

A. From the 16 of August, 1880, on up to where the other book commences at this time to state.

Q. Did Mr. Fisher ever call at your wharf-boat to get possession of that bill of lading book?

A. No, sir.

Q. Were these books on the wharf-boat last Saturday?

A. That one was not.

Q. Where was that book last Saturday?

A. At my house.

Q. The other books were on the wharf-boat, were they?

A. Yes, sir.

715 Q. Why was it that this book had been brought to your dwelling-house from the wharf-boat?

A. I had a right to do what I pleased with my papers.

Q. Was there not a motive or object on your part in taking the bill of lading book to your house?

A. Well, sir, I thought that a better place of safety.

Q. You did not intend that any one should know what you had done with that book?

A. That was my object in removing it, I presume.

Q. Why were you so particularly anxious with reference to this bill of lading book and not with regard to the others?

A. Because I thought it was worth more money to me than the balance of them.

Q. How was it that that old bill of lading book had any particular value in money to you at this time?

A. If any person wanted it I supposed they would pay for it.

716 Q. Then, do I understand you to say that that book was for sale?

A. No; it was not for sale.

Q. Well, how was it valuable to you since it was not for sale?

A. Because it appeared to be valuable to other people.

Q. To whom did the book seem to be valuable?

A. The attorneys for the prosecution.

Q. Did the attorneys for the prosecution ever offer you anything for that book?

A. No, sir; not to me directly; the document that has been produced here shows they used means to find out if I had possession of it.

Q. Was it not proper and legitimate for the attorneys for the complainants in this case in pursuit of this investigation to endeavor to have that book produced in obedience to the *subpœna duces tecums?*

A. I presume it was.

Q. How was it that on Sunday you happened to give that bill of lading book to Mr. Fisher?

A. Because in discharging my duty as receiving and forwarding agent a large amount of the business transacted by me is

717 done in strict confidence, and I did not think it was right for

me, as agent acting for everybody, to allow their goods to be scrutinized by the public.

Q. Will you answer my question? Why was it that on last Sunday it occurred to you it was proper to put that bill of lading book out of your possession by giving it to Mr. Will. H. Fisher?

A. To get it out of my possession.

Q. Why did you happen to think of it last Sunday?

A. Well, sir, I don't know that I can tell exactly.

Q. How was it that it occurred to you last Sunday as important to get that bill of lading book out of your possession into the possession of Mr. Will. H. Fisher?

A. Well, I have not thought of that; I don't know that I can explain that point; I happened to think of it on last Sunday.

Q. Do you refuse to answer?

A. I have got no explanation to give about the matter further than that I have already given.

Q. Had you been informed that a *subpœna duces tecums* calling for the bill of lading book would be served on you, and
718 that you would be compelled to produce the book? Did you receive that information from any one before you gave up the book?

A. No; I did not.

Q. Will you please tell what your object was in giving that bill of lading book to Mr. Fisher and putting it out of your possession; what motive induced you to put it out of your possession?

A. Well, I gave it to him for safe keeping. I did not know I would be asked to produce that book until the summons was handed me; then I did not know what it was.

Q. Can you explain or give any good reason why on last Sunday you gave that bill of lading book to Mr. Fisher?

A. To get it out of my possession.

Q. Can you give any reason why you desired at that time to get that book out of your possession?

A. Because I did not want to have it in my possession.

Q. Well, you had that bill of lading book ever since Au-
719 gust, 1880. What was there so anxious or pressing upon you as to make it important that on last Sunday you should put that book out of your possession by giving it to Mr. Will. H. Fisher? Please explain.

A. As that book appears to be very valuable in this suit, I thought if the attorneys desired it so greatly they probably would pay for it, and as it was my own personal property I thought I had a right to do with it as I pleased.

Q. As you say, then, that that book was so very valuable to you, I will now ask you why it was that you were willing to part with it?

A. Well, I desired to put it in a place of safety.

Q. Did you receive any reward or recompense or promise of reward or recompense from any one to put that book out of your way and into the hands of Mr. Fisher?

A. I did not.

Q. Did he seem anxious to get possession of that book?

A. No, sir.

Q. Did he seem reluctant to take it?

720 A. No, sir; I gave it to him, and that was all.

Q. Was your object in putting that book out of your possession last Sunday to hinder or prevent or foil in any manner the pursuit of complainants in this case to obtain all the information they gave?

A. No, sir; the book was my own private property, and I had a right to do with it as I please.

NOTE.—The complainants' counsel insists that the witness has not answered the queston, and asks the examiner to read the question over again to the witness.

WITNESS: I think the question has been fully answered.

Q. Do you refuse to answer the question?

A. I have answered that question by saying I have fully answered it before.

Q. Was your object in putting that book in the hands of Mr. Fisher to prevent it falling into the hands of the court at the instance of counsel for the complainants?

721 A. I did not consider it of much value to them.

Q. Please answer my question.

A. Well, I don't know how to answer it.

Q. Do you swear that in giving up that book to Mr. Fisher you had no motive to suppress or keep from any one any knowledge of secret information that book contained?

A. No, sir.

Q. Why did you think it necessary then to give Mr. Fisher that book?

A. To get it out of my possession.

Q. Do you desire to defeat the pursuit of complainants in this case in their investigation of the facts in this case by putting that book out of your possession at that time?

A. As soon as they adopted the cou-se they did in finding out whether I had that book in my possession or not, I did.

Q. Then do I understand you to say you had determined to put that book out of your possession for the purpose of defeating this investigation on behalf of complainants?

722 A. I did not say so. I said that I had a right, as the book was my private property, to do with it as I pleased, no matter who wanted it.

Q. Who was present when you gave that book to Mr. Fisher?

A. I handed it to him in person.

Q. Please answer the question.

A. Well, I took it round to his house myself.

Q. Who was present when you handed Mr. Fisher that bill of lading book last Sunday?

A. Do you want to know who was present when I handed him that book? I believe himself and wife were present. I do not recollect.

Q. Was any one else present?

A. Not that I know of.

Q. Did Mr. Fisher seem to understand your object in going to his house last Sunday when you gave him that book?

A. I handed it to him and told him that was a book I wanted him to keep for me.

Q. When was it that you told him that you would bring him that book?

A. On the wharf-boat, I believe.

723 Q. How did the conversation with reference to that book come up between you and Mr. Fisher?

A. I do not recollect now how it came up.

Q. Did Mr. Fisher ask you if you had such a bill of lading book?

A. No, sir; I told him I had it.

Q. You told him that you had such a bill of lading book?

A. Yes, sir.

Q. Well, how was it that you happened last Sunday to think to give Mr. Will. H. Fisher this bill of lading book?

A. Because I wanted to get it out of my possession and I thought he was the best person to give it to.

Q. Has it been customary to give your bills of lading books in the custody of your friends?

A. No, sir.

Q. What, then, impressed it upon your mind last Sunday morning important to put out of your possession that bill of lading book and give it to your friend, Will. H. Fisher?

A. Simply to put it out of my possession.

Q. What hurried you up last Sunday morning to part
724 with the possession of that bill of lading book?

A. To get it out of my possession.

Q. Did you have any apprehension that you would be called on to produce that book in court?

A. Yes, sir.

Q. When do I understand you to say that you resolved to get rid of that bill of lading book so as to prevent your being compelled to produce it before the examiner? Is that so?

A. Yes, sir.

Q. What created the impression upon your mind that that bill of lading book would be called for at this time?

A. Because there appeared to be a heap of interest manifested to get hold of it.

Q. Did Simon Cohn or Mrs. H. Steinhardt or Mr. Will. H. Fisher or any one else ever solicit you to give up that book or refuse to produce it before the examiner?

A. Not that I know of.

Q. What made you dread to produce that book before the examiner?

A. I have answered that question half a dozen times, and I will answer it again. I state again that that book was my own
725 private property and I did not think the prosecution had any right to it, as a good deal of my business is confidential.

Q. Did you give that book to Mr. Will. H. Fisher to be destroyed,

or to be kept permanently, or to be retained by him pending this litigation?

A. I gave it to him to keep temporarily.

Q. So I understand you to say that you gave that book to Mr. Fisher to keep during the pendancy of this litigation?

A. I gave it to him to return it to me whenever I wanted it.

Q. It is to be returned to you whenever you want it?

A. Yes, sir.

Q. Do I understand you to say that Mr. Fisher is to return the book to you whenever you apply for it?

A. Yes, sir.

Q. Now, do you swear that that book is not under your control and that it is not in your power to comply with order of the court to produce that book?

A. It is not in my possession.

Q. You have stated that Mr. Fisher holds that bill of
726 lading book subsequent to your order. Now, do you swear that it is not in your power to produce that book in obedience to the order of court served upon you?

A. It is not in my possession.

Q. Do you refuse to answer my question? Have you the ability to call for that book; to get that book and produce it before the examiner as ordered by the court?

A. It is my own private property and I have a right to do with it as I please.

Q. Do you now refuse to go and get that book and produce it before the examiner, as ordered by the court?

A. It is not in my possession.

Q. You state that Mr. Fisher holds that bill of lading book subject to your order; are you unwilling to order that that book be given up here, to be produced by you before the examiner, to be offered in evidence in accordance with the order of court?

A. Yes, sir; I am.

Q. Do you refuse to demand that Fisher return to you
727 that book which is subject to your order so that you can comply with the order of court to produce that book?

A. I do at this present time.

Q. Do you now volunterily consent that that book which is in the hands of Will. H. Fisher, subject to your order, shall remain in his hands and not to be produced before this examiner with a view to defeat the process of this court, and do you refuse to obey the mandate of this court and produce that book which is now subject to your order?

A. The book has passed out of my possession.

Q. Do you refuse to go to Mr. Fisher's house and get that book which is subject to your order and produce it before the examiner at this time?

A. I do.

Q. Do you swear that you have not the ability to go and get that bill of lading book and produce it here in obedience to the order of court?

A. That is a pretty hard thing to swear to; I do not know that I will be able or not to get it.

728 Q. Do you refuse to answer my question?

A. I do not.

Q. Then can you produce that book at this time in obedience to the order of court?

A. I don't know whether I can or not.

Q. How is it, then, that you say that book is held by Will. H. Fisher subject to your order and then say that you have not the ability to produce that book as ordered by the court? Please explain.

A. The court has ordered me to produce the bill of lading book, which is not in my possession at this time. I have not possession of the book.

Q. You have stated that the book is held subject to your order. Now, do you refuse to comply with the mandate of the court and produce that book?

A. It is my book and I can do as I please with it.

Q. Do you, then, refuse to produce it now?

A. I do at this present time.

729 Q. Do you admit that you have the ability to produce that book if you saw fit?

A. I do.

Q. Do you deny now under oath that you have the ability to go and get that book if you saw fit to do so?

A. I do not know but that he might have shipped it away from here. I do not know what he has done with it.

Q. Are you unwilling to try and get that book and bring it before the commissioner?

A. The book is not in my possession.

Q. You have stated that Mr. Fisher is a friend of yours and that he has that book in his possession subject to your orders, and that you gave him that book on last Sunday morning to take to his house and keep for you. Do you adhere to this statement?

A. I will answer that question by saying that my transactions with my patrons and customers is confidential and that I had a right to do with that book as I saw proper.

730 Q. Do you decline to answer the question further and fully?

A. I do.

Q. You have spoken of confidential relations. What were the confidential relations between you and Mr. Fisher that induced you to give him that book.

A. Because he was a personal friend of mine.

Q. What interest had Mr. Fisher in that book?

A. None that I know of.

Q. How was it, then, that you thought to do him a favor in giving up to him the bill of lading book in which he had no interest? Please explain.

A. I did not consider it a favor. I know of no interest that he had in the book.

Q. How was it, then, he exacted from you the promice on Sun-

day morning that you would bring that bill of lading book to his house that day?

A. There was no promise. He spoke about it, and I told him that I would bring it to him.

Q. When he spoke about it did he say what he desired the possession of it for?

A. Well, he stated he would take care of it for me; that was all.

731 Q. Well, now, if he had no interest in that book, why do you object to go to him and get it and produce it before the examiner in this case?

A. As I stated before, the book is my own personal property, and my transactions with my customers being confidential I do not think it was just or right that my personal property should be made use of it in court.

Q. How made use of?

WITNESS: Put your question more explicitly.

Q. Do you mean to say that you apprehended that that bill of lading book might be used if produced by you to the prejudice of Mr. Will. H. Fisher?

A. I do not.

Q. Do you mean to say that if you produced that book Mr. Fisher might be damaged or it might prove damaging to some friend of his?

A. I do not know anything about that.

732 & 733 Q. Will you explain, then, how it was that the ties of friendship between you and Mr. Fisher are such that if you obey the order of court he would be confronted here with evidence derogatory to his interest?

A. I cannot explain.

Q. Do you swear that the book in the hands of Mr. Fisher was put there so as to prevent its contents from being used here in evidence against Simon Cohn or other defendants in this litigation?

A. I do not swear that.

Q. Do you deny under oath that is the real object of Mr. Fisher holding that book?

A. No; I do not.

Q. Is not the object to keep that book in the hands of Mr. Fisher to favor Simon Cohn or Mrs. Henrietta Steinhardt or some other defendants in this suit?

A. It might do them harm or it might do them good.

Q. Do you refuse to answer my question?

A. No, sir.

Q. Answer it then, please.

A. I have answered that question by saying that the book is my own personal property, and I have a right to do as I please with it.

734 Q. You have stated that the book is withheld not for any personal benefit that Mr. Fisher might derive from it. Now, will you state whether it is withheld to favor Simon Cohn or any of the defendants in this litigation?

A. I have no interest in this suit or in the defendants, and I do not know whether it would do them any harm or any good.

Q. Do you swear that the motive for withholding this bill of lading book is not to favor Simon Cohn or other of the defendants in this suit?

A. It is withheld upon general principles more than anything else.

Q. Do you swear that you have no desire to favor Simon Cohn or Henrietta Steinhardt or any of the defendants in putting the possession of that book out of your reach and out of your hands?

A. I do not.

Q. Did you withhold that book out of favor to Simon Cohn or Mrs. Henrietta Steinhardt or any of the defendants in this suit?

735 A. Yes, sir.

Q. It is, then, a favor to Simon Cohn or some one of the other defendants in this suit that you refuse to produce that book. Is that so?

A. My relations with Mr. Cohn have been in a great measure confidential, and I did not think that I had a right to produce that book, which shows what those relations were.

Q. Please answer the question.

A. I have answered the question before.

Q. If that book would benefit Simon Cohn or any of the defendants in this suit would not you then cheerfully produce it before the examiner?

A. I don't know as I would.

Q. Do you swear that you are perfectly impartial in your testimony?

A. Yes, sir; I have no interest in this case.

Q. You have stated that the book was withheld out of favoritism to Simon Cohn or Mrs. Henrietta Steinhardt and other defendants. Now, if you are influenced by favoritism and you wanted

736 the book to help them, would not you produce it here before the examiner?

A. I do not know that I would. As I said before, all transactions in that book are confidential.

Q. Then do I understand you to say that you withheld that book out of favoritism to Simon Cohn and other defendants, but that you would produce it if you thought it would benefit them?

A. It is my own property and I consider that I have a right to do with it as I please.

Q. Do you refuse to answer my question? You have admit-ed that out of favoritism for Simon Cohn and other defendants in this suit you have refused to produce that book. Now, if they desired you to produce that book would you not do it?

A. I don't know whether I would or not.

Q. Then you admit that that book is withheld out of favoritism for the defendants, but that if it would benefit them that you would produce it?

A. I do not.

737 Q. Do you swear that no information had been communicated to you by any one of the defendants or their friends that it was desirable that that book should be put in the hands of Will. H. Fisher prior to the time you gave it up to him?

A. I have answered that question two or three times, it seems to me.

Q. Do you refuse to answer that question?

A. I do.

Q. Did any of the defendants or any one in their behalf importune or talk to you or induce you to believe that they did not desire that book to be used by you and offered in evidence?

A. I do not think they did.

Q. You have stated that you parted with that book because you apprehended that you would be called upon to produce that book before the examiner. Now, why did you have that apprehension?

A. When the examiner, Mr. Beattie, came here I expected it.

Q. Do you swear there was no information brought to you by any one of the defendants or any one in their behalf creating the
738 impression in your mind that you would be called upon to produce that book?

A. That question has been asked me two or three times already. My answer is, Not that I know of. I do not think there was.

Q. Have you been very busy of late at the wharf-boat?

A. Yes, sir.

Q. What drew your mind from your business? What induced you last Sunday to give up that book to Fisher?

A. Simply the desire on my part to get rid of its possession; to put it out of my possession.

Q. Did any one express a desire or *some* unwilling to have that book produced before the examination?

A. I have answered that question, Judge Wyly, several times.

Q. Did any one suggest to you when the commissioner arrived this time that you might be called upon to produce that book?

A. No, sir.

Q. Well, what created the impression then in your mind that you would be called upon to produce that book?

A. The plaintiffs' counsel.

739 Q. Did the plaintiffs' counsel have any conversation with you in relation to that book?

A. No, sir.

Q. Why did you select Mr. Will. H. Fisher as the propper custodian of that book?

A. Because I considered him my friend.

Q. Do you not consider Simon Cohn likewise your friend?

A. I do.

Q. Well, now, Mr. Purdy, will you reflect & state frankly what caused you to think by giving up that book on Sunday morning to anybody you were favoring Simon Cohn or any of the defendants in this case? Did anybody talk to you at all about that book?

A. Well, I did not care to have the book in my possession; I was anxious to get rid of it.

Q. Did you not give up that book in order to accommodate Simon Cohn or some of the other defendants in this case? Was it not for their accommodation that you *you* put that book in the hands of Fisher?

A. Not entirely.

Q. Well, for whos- accommodation was it that you put
740 that book in the hands of Fisher?

A. Well, I have answered that question & I will refer you to my previous answer.

Q. What was that previous answer?

A. That book was my own personal property & the transactions done in it were of a confidential nature and I thought I had a right to do with the book as I saw fit.

741 WEDNESDAY, *September* 21*st*, 1887.

NOTE.—Mr. Purdy, the witness, produces the bill of lading book covering the period from August 16th, 1880, to July 9th, 1881, & counsel for the plaintiffs offers the said book in evidence in connection with the testimony of the witness V. M. Purdy. The bill of lading book marked "A" & filed on this date.

Judge WYLY: I will ask you, Mr. Purdy, if you have the bill of lading book from the 9th of January, 1881, up to the 31st of December, 1881.

A. Yes, sir.

Q. I will ask you if those entries in this bill of lading book are in your handwriting.

A. Yes, sir; some of them are & some of them may not be; they are generally in my handwriting. The majority of the work is done by me.

Q. Does that book contain a true & faithful record of the names & shipments it purports to set out?

742 A. Yes, sir; it contains a true & correct list of the names.

Q. And the different shipments?

A. Yes, sir; the receiving and forwarding of shipments at Lake Providence by me.

Q. The book you have adduced shows the receiving & forwarding of business during the period it purports to cover?

A. It shows the forwarding business, only, from the 16th of August, 1880, to the 9th of July, 1881.

Q. Do you state that you have another book showing the forwarding business up to the 31st of December, 1881?

A. Yes, sir.

Q. Mr. Purdy, the *subpœna duces tecums* requires you to produce the receiving & forwarding books, or such portion of them as you may have, showing the receiving of shipments during the period named as well as the goods forwarded from the wharf-boat. Are you willing to produce those books in obedience to the *subpœna duces tecums?*

A. I cannot produce them, as they are not in my posses-
743 sion, & have not been for several years.

Q. When did they pass out of your possession?

A. Well, sir, when I arrived here to go to Greenville. I do not know exactly what year that was. It was about four years ago, I believe.

Q. Into whos- possession did they pass?

A. Into the hands of the paper mills, as the books were useless, they being three years old at the time of the tryal in the succession of Sparrow.

Q. Did you state to any one that you kept a record of your business & could produce them whenever you desired?

A. I don't remember whether I stated so or not, but the receivin-book is not. I will have to produce my books, day book and journal. I did not state anything about the shipping book. General Sparrow died, I think, in 1883—in July—and I have the books in my possession from September, 1883.

744 Q. Have you stated to any one that you made it a point to keep all your records so that all the transactions that you had could be known at any time you desired to exhibit the books?

A. I don't recollect.

Q. Do you swear you have no records on your wharf-boat in your possession or under your control showing that freight was received in 1880 & 1881 by Simon Cohn, Manfred Meyer, John L. Martin, or either of them?

A. As I stated before, my receiving books are not in my possession.

Q. Do you refuse to answer my question?

A. What is it you want me to answer? Do you want me to answer that I have my journal? It does not show the receiving & forwarding. I cannot tell anything about that from the journal. The forwarding journal I have not got.

Q. Do you state that you have no record showing that freight was received by those parties during the period mentioned in my last question?

A. To the best of my knowledge I have not.

745 NOTE.—The witness herewith produces his day book from the 21st of May, 1881, to the 30th day of April, 1882; also my ledger from May the 2nd, 1881, to September the 9th, 1881, at the time I discontinued at Lake Providence: also my cash book from the 6th of May, 1878, which continues up to the 29th of July, 1884, which confirms this set of books. I also produce the additional bill of lading from July the 9th, 1881, to the 19th of April, 1882. These are all the books that I have in my possession. I will also state that on the 11th day of September, 1882, to the best of my recollection I think that was the day that I moved the wharf-boat from Lake Providence to the town of Greenville, in the State of Mississippi, and afterwards moved here to Vidalia, Louisiana, and returned with her on the 13th day of September. I believe it was 1883. During the interval between those two dates I did not

746 keep any books at Lake Providence, and E. L. Larche may

have my receiving & discharging book-, tho' I am not sure that he has them.

Q. Where is your day book for the year- 1880 & 1881?

A. It is the only one I can find; the others have been destroyed or shipped off.

Q. When did you part with that day book showing the transactions of 1881?

A. Well, about the time I went to Greenville, I think, I shipped them all, though I do not recollect exactly what became of them; it was old and worthless to me & I did not attach any value to it.

Q. When did you part with your ledger which contains the entries for the year 1880?

A. I think about the same time, sir.

Q. What has become of your ledger showing the transactions of your wharf-boat during the year 1880?

A. I think it was shipped to the Graham Paper Company of St. Louis.

Q. Does your bill of lading book show that?

A. I do not recollect. I think that probably it does.

747 Q. You stated within the last three or four months there was some inquiries from St. Louis made of you as to whether or not you had received the box on a certain boat, and you wrote back you had all your bill of lading books showing what freight you had received, and you had the bills showing the receipts by you at the wharf-boat from the 16th of August, 1880, to the present time. Is that statement correct?

A. I wish to have that document produced; it will speak for itself.

Q. Is the statement I have made above and of the correctness of which I enquire subsequently true?

A. No, sir.

Q. Explain wherein it is not true.

A. Cannot I have the document produced and shown me? The document should show what I stated. As I stated before, to the best of my recollection a memorandum was left on my wharf-

748 boat inquiring of me something in one of the books shipped from this point by one Dreyfuss to some house in St. Louis by the steamer Golddust. I answered on that document that I had no bills of lading in my possession prior to the 16th day of August, 1880, that the box was shipped from this point. I also stated that that information was given to the steamboat, believing it to be on steamboat business only, and the steamer Golddust had been destroyed by fire.

Q. Do you swear that you never wrote to any one that you had bills of lading or receipts showing all the shipments of freight received by you in your possession since August 16th, 1880?

A. I wrote that I had the bills of lading showing the shipments from this place.

Q. Do you state that you did not also write that you had bills of lading showing all the receipts by you since August 16th, 1880?

A. To the best of my recollection, I did not.

Q. Do you swear that since this litigation in November,
749 1885, you have not had in your possession or under your control the records showing what freight you have received from other points for Simon Cohn, Manfred Meyer, John L. Martin, or other of them?

A. No more than has been produced here.

Q. Do you swear that you have not had under your control or in your possession records showing that freight was received at the wharf-boat during the year 1880 by Simon Cohn, Manfred Meyer, & John L. Martin?

A. As I have stated before, I do.

Q. Do you swear you never told any one you had those receipts or books showing what receipts had been received of freight at the wharf-boat during the year 1880?

A. To the best of my recollection, I do.

Q. Do you swear now that it is out of your power to produce any evidence of the receipts of any goods by you from these parties in 1880 at your wharf-boat?

A. I do.

750 Q. How long has it been out of your power to produce such documents?

A. Well, I have answered that question, I think, about four times. I will answer it again: since the time I left here. I think it was in 1882.

Q. Did you not keep a ledger, showing all your transactions on your wharf-boat, as a part of the archives of your wharf-boat?

A. Not as a general thing after they became three years old.

Q. I now understand you to say that there was no recording evidence in existence showing that freight has been received on the wharf-boat during the year 1880 for any of the parties inquired of above?

A. Not that I know of.

Q. Did Simon Cohn ever talk with you in reference to exhibiting these books before the examiner?

A. He may; I do not recollect.

Q. Did he call at your house yesterday to see you?

A. He did not.

Q. Are you certain he did not see you yesterday after you had been witness on the stand?

A. I met him on the street.

751 Q. Did he talk with you on the subject of your examination?

A. I think he said something about exhibiting that bill of lading book. It was a casual conversation.

Q. In the course of that conversation about producing the bill of lading book did he express a desire to have that bill of lading book produced or not produced? Was there anything of that nature discussed between you at that interview?

A. To the best of my knowledge I think I told him that I did not have the bill of lading book. We did not have much of a conversation.

Q. Did he intimate to you that he did not desire that that bill of lading book should be produced or did he impress upon your mind the idea that it was against his wish for you to produce that bill of lading book?

A. He did not.

Q. What did he say in reference to that bill of lading book?

A. I think he told me that his attorney, Mr. Kennedy, told him that I would have to produce it in obedience to the order of court.

752 Q. Why did you, as an impartial witness, approach other counsel for advice as to what you should do? You had been served with the *subpœna duces tecums*.

A. I consulted Mr. Kennedy this morning, not as attorney for the other side in this case, but simply as my own attorney for advice on this subject.

Q. Have you not been very reluctant to produce the books called for by that *subpœna duces tecums* served upon you?

A. Simply for the reason that I have stated before that I thought the books were my own private property and that their contents were of a confidential nature.

Q. Is that all of your answer?

A. That is all of it.

Q. Have you not been a very reluctant witness in giving testimony on behalf of the complainants in this case?

A. Not as I know of.

Q. Did you not state on yesterday that you withheld those books out of favoritism to defendants in this suit?

A. If I did so state what I did was in connection with the
753 confidential portion of my business.

Q. Have you been apprehensive that if the book called for by the *subpœna duces tecums* were adduced it would be injurious to the interests of the defendants in this suit?

A. I do not consider I am a competent judge of the matter.

Q. Do you refuse to answer the question?

A. I think I have answered it fully to the best of my ability.

Q. Did Simon Cohn ever have any conversation with you on the wharf-boat or elsewhere at any time upon the subject as to whether or not you should produce these books?

A. I think he has, but I do not recollect the time.

Q. Is your memory defective?

A. It is.

Q. How is it, then, that on last Sunday, after you had been served with this *subpœna duces tecums*, that you thought it proper to put those books into the hands of Will. H. Fisher if you say you were never impressed by Simon Cohn or any one else with the im-
754 portance of those bo-ks not being adduced before the examiner? Please explain.

A. Judge, how many times are you going to ask me that question? I will have to explain it over again.

Q. Well, answer the question fully.

A. Because I thought those books were of a confidential nature.

Q. Can you make no other explanation?

A. I think it has been fully explained.

Q. Was there no motive operating on your mind to do a favor to Simon Cohn or any of the defendants in this suit?

A. If there was I think I had a perfect right to do it.

Q. Do you say that it was not through motives of friendship or favoritism that induced you to give those books to Will. H. Fisher?

A. Motives of friendship between whom?

Q. Between you and any one.

A. I should like to have the question a little more explicit.

Q. Do you decline to answer the question as propounded to you?

755 A. I do.

Q. Do you swear that you were not actuated by the spirit of friendship when you took that bill of lading book and delivered it to Will. H. Fisher at his house on last Sunday morning?

A. I do.

Q. Then do you admit that your motive was to do a friendly act? If so, to whom?

A. To Simon Cohn.

Q. Are you prepared to state that it was pleasing to Simon Cohn to know that you had placed that bill of lading book in the hands of Will. H. Fisher last Sunday?

A. I am unable to say.

Q. You have sworn that you were moved by friendship for Simon Cohn to put that bill of lading book in the hands of Will. H. Fisher. Is that so?

A. But the bill of lading book is produced here before the commissioner.

Q. Do you decline to answer that question?

A. I think it has been fully answered.

Q. Do you deny that you are a reluctant witness?

A. I have answered that question already.

756 Q. Do you refuse to answer the question now?

A. I have answered it as far as I am able to.

Q. Mr. Purdy, as an intelligent witness, you certainly think I desire to know what motive impelled you to give that bill of lading book to Will. H. Fisher on last Sunday. Now, was it to benefit or to accommodate Simon Cohn or any one else? You certainly understand this question. Please answer it.

A. Well, to give you an idea of my position, so that I would not have to produce that book as soon as I was compelled to, I placed it in the hands of Mr. Will. H. Fisher. After finding out that I would have to produce the book before the examiner I did so.

Q. How did you come to give it to Will. H. Fisher?

A. I gave it to him for safe keeping and for the reason that I have stated.

Q. When did you get that book from Will. H. Fisher? This morning?

A. Yes, sir.

Q. Did he object to giving it up?

A. No, sir.

Q. Did he say anything about it?

757 A. No, sir.

Q. Did he converse with you upon the subject of giving up the book at all?

A. Not to the best of my recollection. I only asked him for it. He said, "All right;" he would bring it round to the house, which he did.

Q. Where did you find Mr. Fisher when you demanded of him the possession of the bill of lading book this morning?

A. At his place of business in this town.

Q. Who owns the storehouse or place in which Will. H. Fisher is doing business?

A. I believe it is owned by Mrs. Steinhardt, although I am not positive.

Q. Who is Mrs. Steinhardt—one of the defendants in this suit?

A. Yes, sir.

Q. Was he not occupied as clerk in that store last year under the employment of Mrs. Steinhardt or ostensibly so?

A. He had been clerking in the storehouse, sir.

Q. The same store that he is in now?

A. Yes, sir.

Q. The brick storehouse?

758 A. Yes, sir.

Q. Was he superintending the business in that store last year to some extent?

A. Yes, sir.

Q. Was Simon Cohn also engaged in superintending the business of that store last year to some extent?

A. Yes, sir.

Q. What were the relations between Simon Cohn and Will. H. Fisher? Were they intimate and friendly or were they not so?

A. To the best of my recollection, they were intimate and friendly.

Q. Warm personal friendship?

A. Yes, sir.

Q. In giving up the bill of lading book to Will. H. Fisher did you consider or not that you were putting it in the possession of a warm personal friend of Simon Cohn's and Mrs. Harriett Steinhardt's?

A. Well, I presume he is a friend of both of them. To the best of my knowledge, he is also a friend of mine.

Q. Did he seem satisfied or anxious to keep that book?

759 A. Well, I do not know. I handed it to him and he said to me that he would take care of it for me and not give it up to anybody but me.

Q. Did Simon Cohn ever send you word by any one or request you to take that book to Will. H. Fisher?

A. To the best of my recollection the matter suggested itself to my own mind.

Q. Do you swear you never had any intimation from Simon Cohn

in which, directly or indirectly, he stated tha the desired you to give that bill of lading book to Will. H. Fisher?

A. No, sir; to the best of my recollection, I did not.

Q. That is your best recollection about the matter, is it?

A. Yes, sir.

Q. Did you not notify Simon Cohn through Will. H. Fisher or some friend of Simon Cohn that you had received the *subpœna duces tecums?*

A. I handed the document (I don't know what you call it) some time, I think, last Saturday afternoon to Simon Cohn.

Q. To Simon Cohn, for the purpose of finding out what it
760 was? Did Simon Cohn inform you what it was?

A. He did.

Q. What did he say?

A. He told me what the document was.

Q Simon Cohn knew, then, on last Saturday that you had been served with a *subpœna duces tecums* calling for the book in question?

A. Yes, sir.

Q. Did he express any desire one way or another in reference to producing these books?

A. I think he told me that I would have to produce it. I think that is what he told me. I do not recollect exactly.

Q. Did he seem willing for you to produce these books last Saturday?

A. I don't know as he did.

Q. Did he seem to be unwilling for you to produce these books in evidence in obedience to the order of court?

A. He said to me that his attorney had said that I could not help myself.

Q. When did he say that to you, last Saturday?

761 A. I think it was on last Saturday; yes, sir.

Q. Was it not this morning that you got that information?

A. Yes. I consulted myself with Mr. Kennedy. He told me that I would have to go and bring the book.

Q. Now you say that Simon Cohn told you on last Saturday that you would have to produce these books, and expressed no objection to their being produced. What motive impelled you on Saturday to refuse to give up this book and afterwards go in person to get the bill of lading book which you have produced here? Please explain.

A. As I have explained before, my business being of a public character, I thought it was my duty to protect my patrons and customers in their business relations with me as far as I am able to.

Q. Did you think that Simon Cohn and the defendants in this suit desired or needed any protection from you at that time?

A. I have not thought on the subject.

762 Q. Are you unable to give a reason or motive for your carrying the book and giving it to Will. H. Fisher?

A. As I have stated before, my business being of a confidential nature, that was the motive that induced me to give up the book.

Q. And did you not desire to befriend Simon Cohn in giving up that book to Will. H. Fisher?

A. I thought it was my duty to befriend Simon Cohn.

Q. And was the delivery of that book done in pursuance of your sense of duty?

A. Yes, sir.

Q. Mr. Purdy, who is the principal owner of the telegraph company here?

A. Your humble servant.

Q. Who is the president?

A. V. M. Purdy, Esq.

Q. That is yourself?

A. Yes, sir.

Q. Did Simon Cohn ever approach you upon the subject that certain telegrams were in existence in the superintendant's office at Lake Providence and make complaint to you that probably
763 those telegrams would be reached and brought into court and used against him?

A. Some time since Mr. Cohn handed me an anonymous communication that he, to the best of my recollection, stated was picked up by himself or some one else in his door yard, and I took it away from him and kept it. In the communication that I made to E. W. Constant at Atherton, Louisiana, Mr. Constant, as superintendant of the line, calling his attention to the fact and desiring him to take such action in the matter as he deemed proper, he being more conversant with the telegraph business than I am. The communication that Mr. Cohn handed me I afterwards returned to him. I say this as president of the Lake Providence Telegraph Company.

Q. Did Simon Cohn complain and say that those telegrams might be brought into court and used against him?

A. He complained to me that it was not right that those telegrams should be delivered up, as they belonged to the tele-
764 graph company.

Q. Did he express any apprehension that the old telegrams might be given up to be used in court if you, as president, did not take some action in the premises?

A. To the best of my recollection, I think it was rumored on the streets that the telegrams had been hunted up. I don't know who informed me so.

Q. Did you or not act in this matter of the telegrams at the instance of Simon Cohn?

A. I acted as the president of the Lake Providence Telegraph Company.

Q. Did not the rumors or complaints or suggestions of Simon Cohn induce you to act in the matter?

A. No, sir.

Q. Do you swear that you are not moved in any way — manner by the statements, suggestions, or information that comes to your hands through Simon Cohn, directly or indirectly?

A. I was very much incensed when I heard of it. I
765 & 766 stated so, to the best of my recollection, that such a thing should occur in a public office.

Q. Did the sayings and doings of Simon Cohn in his conversa-

tion with you produce any impression upon your mind to influence you to act as you did?

A. No, sir; as president of the line I would act in every instance in the same way.

Q. Was it not the suggestions or complaints made by Simon Cohn that induced you to write that letter to E. W. Constant?

A. As I stated before, it was upon a communication that he gave me and of the complaint he made to me as president of the telegraph company.

Q. And in consequence of that communication given to you by Simon Cohn you acted as you did?

A. I acted upon that as I might upon any other complaint made by any other individual.

Q. Then it was Simon Cohn who was complaining if these telegrams were required to be brought into court or given up by
767 the operator to some one it would be injurious to him?

A. He made the complaint and I acted upon it and informed the superintendant.

Q. What became of those telegrams afterwards—those old telegrams, I mean?

A. I don't know what became of them?

Q. Have you no information upon the subject?

A. I have heard that they were destroyed.

NOTE.—Counsel for defendants objects to the answer of the witness as being hearsay.

Q. By whom were they destroyed, according to the information you obtained upon the subject?

NOTE.—Objected to as calling for hearsay testimony.

A. I heard that Mr. Fatheree, the operator, under instructions from the superintendant, destroyed the telegrams by burning them.

NOTE.—Objected to by defendants' counsel as being hearsay testimony.

Q. Who was it you heard say that the old telegrams had been destroyed—the old telegrams.

768 NOTE.—Objected to upon the ground that the witness did not state who the person was that told him that the telegrams had been destroyed, and that the witness simply stated that they had been destroyed. The question is, therefore, improper and leading.

Q. Who is Mr. Fatheree?

A. He is the operator at this office.

Q. Is he one of the employees of this company?

A. Yes, sir; he is employed by Mr. Constant, the superintendant.

Q. Is he one of the employees of the telegraph company of which you are the president?

A. Yes, sir; he is.

Q. Can you now state what information reached you as president

of the telegraph company in relation to the destruction of those old telegrams by any one; and, if so, by whom?

NOTE.—Objected to upon the ground that it is hearsay testimony sought to be elicited from the witness, and that evidence in re-
769 gard to the telegraphic business is of no interest in this case and this testimony.

A. My information I did not consider of any official character, but I heard one morning from Mr. Fatheree, the operator, that he had received instructions from Mr. Constant, the superintendant of the line, to destroy the telegrams up to a certain date, which he told me he had done.

NOTE.—Objected to upon the ground that this is hearsay testimony.

Q. Did you approve of that informal report made to you by the operator concerning the destruction of those old telegrams?

NOTE.—Objected to upon the ground that the action of the operator of the telegraph company has no connection whatever with the issue in this case.

A. I never had any report made to me as president of the line of the kind of disposition that was made of the telegrams by the superintendant.

Q. But you state that your operator here informed you
770 that he had destroyed those telegrams under instructions from the superintendent of the line. Did that information meet with your approval or disapproval?

NOTE.—Objected to upon the ground that the approval or disapproval by the president of the telegraph company of the destruction of a lot of old telegrams has nothing whatever to do with the issues involved in this case.

A. I don't recollect what remarks I made at the time in relation to it, but as far as my own feelings were concerned it met with my approval.

Q. Mr. Purdy, I will ask you whether there is not some influence exerted in this town by some one to suppress a full and fair disclosure of the facts in reference to the failure of Simon Cohn and the opening of the store of Manfred Meyer and John L. Martin.

A. There has been considerable talk in town, but I do not know of any influence being used to suppress testimony.

771 Q. What has been the general talk upon the subject?

NOTE.—Objected to upon the ground that the testimony is inadmissable and irrelevant; that what the town talk is or what the town feeling is has nothing to do with the case.

A. I cannot recollect; I have heard so much talk about it, but I have not paid much attention to it.

Q. State the substance of what you have heard.

A. Well, of course there has been considerable talk. A good deal

of it has been friendly to Simon Cohn. There naturally would be, but I do not pay much attention to the town talk.

Q. Was there an opposition expressed at the prosecution of this suit against Simon Cohn upon the grounds heretofore urged?

A. Not that I am aware of personally.

Q. I asked you from what you had heard, not what you know personally.

772 A. I cannot recollect what I have heard in regard to it. It has been talked of time and time again, but I did not pay much attention to it.

Q. Do you mean to say that you are totally ignorant of the feeling in this town in reference to the fate of this case, whether the public sentiment is for Cohn or against him? You are an intelligent witness. Please answer the question.

NOTE.—Objected to upon the grounds heretofore urged.

A. I never canvassed the town.

Q. Do you decline to answer my question any further?

A. I have answered it to the best of my ability.

Q. Have you told any one, then, twelve months ago that it would be impossible to get witnesses in Lake Providence to give any damaging testimony against Simon Cohn?

A. I don't recollect.

Q. Have you ever told W. G. Wyly that it would be impossible to get any witnesses in Lake Providence or, indeed, in this
773 town or elsewhere to give any testimony prejudicial to Simon Cohn, public sentiment in his favor being so strong, or words to that effect?

NOTE.—Objected to upon the ground that the testimony sought to be elicited is irrelevant; that the evidence sought to be elicited is a direct imputation upon the honesty and integrity of the people of this parish.

A. I don't recollect that conversation, though I may have had such a conversation with W. G. Wyly, as he has asked me a great deal about this case, but if I did tell him such a thing I did not presume that he would use it, being, as I thought, private conversation.

Q. Did you not tell W. G. Wyly that it was useless to try to examine witnesses here in Lake Providence, as public sentiment was so strong in Simon Cohn's favor?

NOTE.—Objected to upon the ground that the answer sought to be elicited is irrelevant to this case and is immaterial.

774 A. I don't recollect. I might and I might not have said so.

Q. Have you not been under the impression that public sentiment was so strong in favor of Simon Cohn that it would be impossible for complainants to get any damaging testimony against him?

NOTE.—Objected to upon the ground that the witness'es impres-

sions are not testimony, and counsel for defendants states that he supposes this is an attempt to try to prejudice the mind of the court against the defendants.

A. I don't know as I have been. I have not paid much attention to what the public opinion is and public sentiment is, as I have no interest in this case.

Q. On reflection, do you deny that you told W. G. Wyly that it would be useless to examine certain witnesses or attempt to examine certain witnesses, as it would be impossible to get any testimony damaging to Simon Cohn?

NOTE.—Objected to upon the ground that the complainants
775 are attempting to manufacture testimony, and that if the testimony sought to be elicited was true or false it has no bearing on this case.

By Judge WYLY: Did you not tell W. G. Wyly that it would be useless to bring certain witnesses here to this town to testify in this case?

A. To the best of my recollection, I stated to W. G. Wyly, after we had been talking upon this thing, that I thought it would be impossible to bring one Wash. Stewart, as I thought there might be some feeling existing in this community against him, he being connected with the post-office rob-ery in this town a few years ago. This, to the best of my knowledge and recollection, is the conversation spoken of by Judge Wyly.

Q. Did you not state that it would be useless to try to get any testimony in Lake Providence injurious to Simon Cohn, on the ground of the strong public sentiment in his favor?

NOTE.—Objected to upon the ground heretofore urged.

A. To the best of my recollection, I have stated the only
776 conversation that I had with Judge Wyly. This conversation took place some months ago, to the best of my recollection.

Q. And do you deny under oath that you made that statement to me in reference to the witness Arrighi?

NOTE.—Objected to upon the grounds heretofore urged.

A. I might and I might not.

Q. Is that the only answer you give me to the question?

A. To the best of my recollection it is.

Q. To the best of your recollection do you deny the statement?

A. Well, I have forgotten it now if I did.

Q. Did you not subsequently say that it would be useless to bring the witness O. J. Arrighi to be examined before the examiner, as public sentiment was so strong in favor of Simon Cohn it would be difficult to obtain any damaging testimony against him? Do you deny using words to that effect to W. G. Wyly?

NOTE.—Objected to upon the ground heretofore urged.

A. I don't recollect.

777 Q. Mr. Purdy, I now state that you used language conveying that idea to me. I ask you now do you deny under oath the truth of that statement.

A. Well, sir, I will state I don't recollect whether I ever made use of that statement or not.

Q. Mr. Purdy, I will state that on your wharf-boat on a certain day you made use of language conveying the idea contained in the above interrogatory, did you or not?

NOTE.—Objected to upon the ground that counsel cannot impeach his own witness.

A. I don't recollect whether I said so or not. The counsel appears to know.

Q. Do you deny that you made that statement?

A. I don't recollect whether I did or not.

Q. Who was this O. J. Arrighi? What was his occupation here in Lake Providence?

A. He was clerking here.

Q. Who did he clerk for while here in Providence?

A. He clerked for Simon Cohn, I believe, and afterwards clerked for me.

778 Q. What opinion did you get from O. J. Arrighi in reference to the goods in Manfred Meyer's store? Did he or not state that those goods to a great extent came from Simon Cohn's store, and that Manfred Meyer's store was a mere sham; that the goods in the store belonged to Cohn, or words to that effect?

NOTE.—Objected to upon the ground that the testimony sought is hearsay; that the witness can only testify to facts with his own personal knowledge, and that conversation had out of the presence of any of the defendants is clearly inadmissible, and that the object of the counsel in asking such questions is to create a false impression upon the mind of the court, counsel well knowing that the commissioner *be* ruled upon the question; that it is abuce of the practice of the court owing to a want of power in the commissioner to *post* upon improper and leading questions. The counsel for defendants apologises to the court for making so many objections, but thinks that it is the duty he owes to the court

779 to endeavor if possible to protect it to some little extent and to confine this examination to its proper scope and limit; that the conversation that took place between himself and Arrighi happened some seven or six years ago, and I cannot recollect all of it, or even much of it. He may have told me that all the goods in Manfred Meyer's store were hauled from Simon Cohn, but I paid very little attention to it. Mr. Arrighi is, I believe, still living and his testimony can be obtained. He may be able to state what the conversation was; I cannot.

Q. Do you object to giving such opinion as was called for by the last interrogatory?

A. I only can give it as hearsay testimony, as I stated before; I

cannot recollect what he told me; it happened some six or seven years ago.

Q. Did you ever tell any one that Arrighi had used words to the effect as those contained in the foregoing question?

NOTE.—Objected to upon the ground before stated.

A. I may have said so.

780 Q. Do you deny that you made that statement as to what Arrighi had told you?

A. I do not.

Q. What was W. D. Arrighi's occupation when he resided here?

A. There was no such man, as I remember.

Q. What was O. J. Arrighi's brother's name?

A. I don't know. He lives in Natchez, I believe.

Q. Were there not two of the Arrighis here in Lake Providence?

A. I believe there were, but I am not positive that he clerked here.

Q. Did O. J. Arrighi's brother clerk while he was here in Lake Providence?

A. I don't recollect the young man; I am unable to say.

Q. Were any goods moved from your wharf-boat or brought to your wharf-boat in the night-time by Simon Cohn, Manfred Meyer, or John L. Martin during the years 1880 & 1881?

A. Not that I know of. I don't recollect of any freights being hauled from the wharf-boat in the night-time.

781 Q. Has it been a custom to move freight in the night-time at Lake Providence?

A. Sometimes.

Q. Will you mention the names of parties who move freight in the night-time?

A. Well, occasionally some people in town would move goods. Some people from the Macon hills occasionally came in town and moved goods at night.

Q. Did the people on Bayou Macon move freights in the night-time as a rule? Did they not generally live in the country and go some distance out in the country and camp?

A. Yes, sir; I loaded eight wagons last night.

Q. Where were they going?

A. To the Bayou Macon hills.

Q. About how far from here?

A. About twenty miles.

Q. That is, they left the wharf-boat. Has it been the custom in town among the merchants here to move goods or freight from the store to the wharf-boat or from the wharf-boat to their store during the night-time?

A. I can speak only of my own wharf-boat business.

782 We seldom deliver freight for those in town here during the nights.

Q. Has the custom been the other way? Goods from the wharf-boat are usually delivered in the daytime?

A. Yes, sir.

Q. Then, did I understand you to say it is not customary for the merchants in town here to receive freight from the wharf-boat in the night-time?

A. Yes, sir.

Q. Can you mention a merchant in town who has been in the custom of having his freight moved in the night-time?

A. I will state that the wharf-boat is open at all times during the day and night.

Q. Is that the best answer that you can make to the question?

A. I think it is.

Q. Do you decline to state what merchants in the pursuit of their business have been in the custom of receiving goods from your wharf-boat in the night-time?

A. There are none of them who have been in the custom of receiving freight from the wharf-boat at night-time that I know of.

783 Q. How long have you kept the wharf-boat at Lake Providence?

A. I established my business as wharf master at Lake Providence in 1870. To the best of my recollection, it was on the 5th day of February, and I continued business continuously up to the 11th of September, 1882; then I moved my wharf-boat to Greenville, Miss. Afterwards I took it to Vidalia, La., where it was located up to, I think, August, 1883, when I brought it back to this town, and have been here ever since.

Q. How is it you can remember all these dates and details so fully, yet are unable to recollect the statement you made to W. G. Wyly in reference to the witness Arrighi? Please explain.

A. The reason that I can recollect these facts so plainly is because I had my name printed on my letter-heads and bills of lading, and because I know that my business was established in 1870. I know that I moved my business to Greenville and Vidalia. I re-

784 member that fact because it was very disastrous to me financially and because these dates have reference to my private business. That is the reason they impress themselves upon my memory.

Q. You have stated that you are a warm personal friend of Simon Cohn. I will ask you whether you received a large percentage of his business on the wharf-boat while he was merchandising at Lake Providence and prior to his failure. Did he patronize your wharf-boat?

A. He did.

Q. Has he been a good customer of yours all the time that he was in business here?

A. I believe he was.

Q. Who received and forwarded freight for Manfred Meyer after he opened business in Lake Providence?

A. I think Mr. Powell did his business.

Q. Did you not do business with him after he opened his store on Lake street, in Lake Providence?

A. To some extent; yes, sir.

Q. He opened the store on Lake street in the spring, summer, or fall of 1880. Were you not in the wharf-boat business at Lake Providence during that time?

785 A. After Mr. Meyer opened the store here in 1880 I did receive some of his freight, but he afterwards opened a store in another portion of the place.

Q. When he began business here in 1880 did he not give his custom to your wharf-boat, as so done by Simon Cohn?

A. I believe he did.

Q. And you continued business with your usual customers up to the time that you went to Greenville. About what time was that?

A. It was some time in 1882, I believe.

786 Continuation of direct examination of V. M. PURDY by Judge WYLY:

Q. Mr. Purdy, did I understand you to say during your last examination you did the business of Mr. Manfred Meyer from 1880 until 1883, until your boat went away?

A. I think it was in '82 I took her away.

Q. That you attended to the forwarding and receiving business for Meyer during the years '80, '81, and '82?

A. Yes, sir; I don't recollect when he started business here. The bill of lading book shows that.

Q. Just refresh your memory from this paper (handing witness extract from the bill of lading book filed in evidence in this case).

A. I think I left here in the fall of '82, in September, "'82."

Q. And you did his business up to that time?

A. Yes, sir.

Q. Mr. Purdy, I wish you would look at this book (hand-

787 ing witness bill of lading book) while I call your attention to some matters in there. Mr. Purdy, I will ask you to turn to your bill of lading book under date of September here, 11th, 1880, "Dean Adams;" also under date of September 14th, 1880, "City of Providence;" also same book, 16th of September, 1880, "City of Providence;" 16th of September, 1880, "Grand Tower;" 20th of September, 1880, "Helena;" 21st of September, 1880, "Dean Adams;" 21st of September, '80, "Golddust;" 24th of September, '80, "Dean Adams;" 27th of September, '80, "Commonwealth;" that bill of lading not signed; 27th of September, 1880, "Dean Adams;" 29th of September, 1880, "City of Providence;" October 2nd, 1880, "F. A. Blanks;" October 5th, 1880, "City of Helena;" October 8th, 1880, "John Rinney;" Oct. 12th, 1880, "City of Providence;" October 12th, '80, "Commonwealth;" October 20th, 1880, "F. A. Blanks;" 22nd of October, '80, "Dean Adams;" 26 of October, '80, Commonwealth; Oct. 27, '80, "City of Providence."

788 Nov. 1st, '80, "F. A. Blanks."

Nov. 1st, '80, Dean Adams.

Nov. 6th, '80, F. A. Blanks.

Nov. 13, '80, F. A. Blanks.

Nov. 15, '80, F. A. Blanks.

Nov. 16, '80, City of Helena.

Nov. 19, '80, John Kinny.
Nov. 22, '80, F. A. Blanks.
Nov. 25, '80, Gilbert.
Nov. 27, '80, F. A. Blanks.
Nov. 29, '80, F. A. Blanks.
Dec. 3, '80, Gold-dust.
Dec. 8, '80, Commonwealth.
Dec. 14, '80 City of Helener.
Dec. 15, '80, George W. Cheek.
Dec. 16, '80, City of Helena.
Dec. 18, '80, Gold-dust.
Dec. 20, '80, Guiding Star.
Dec. 20, '80, Ed. Richardson.
Dec. 22nd, '80, "George W. Cheek."

Q. Now, I will ask you, Mr. Purdy, whether or not those bills of lading are in your handwriting and whether or not the goods were shipped on the date they purport to have been shipped.

A. I suppose they were shipped on those dates.

Q. They are correct, as far as you know?

A. Yes, sir.

Q. And you were the keeper of the wharf-boat?

789 A. Yes, sir.

Q. And you were the shipper?

A. Yes, sir; I am the shipper. They were received from time to time by different boats.

Q. Has Mr. Cohn been present during the delivery of your testimony?

A. I believe he has.

Q. Did Simon Cohn or any clerk or friend of his ever enjoin secrecy on you or tell you not to make any disclosures in reference to the goods which were shipped to Arcadia, Milliken's Bend, or elsewhere?

A. Not that I know of.

Q. Did they say anything to you at the time of those shipments about keeping the matter quiet?

A. I cannot recollect that they did.

Q. Have they since then ever suggested or intimated to you not to make a full disclosure in reference to those shipments?

A. No, sir; I don't recollect that they have.

Q. Who supervised the shipment of those goods?

A. Sometimes I did and sometimes my clerk.

790 Q. No; I mean who on the part of Mr. Cohn—what drayman—brought the goods to the wharf-boat and delivered them for shipment?

A. Well, I cannot recollect that, sir; it has been so long ago.

Q. Who gave you instructions to make those various shipments?

A. Well, I cannot recollect who done that. The goods were sent down to the wharf-boat and marked. I generally shipped them as they were marked. They were sent there for shipment, and that is my business.

Q. Did Simon Cohn in person request you in person to make those reshipments of the goods mentioned in the bill of lading book?

A. Well, sir, I cannot recollect whether he did or not.

Q. Did John L. Martin have any hand in that matter?

A. I cannot say whether he did or not; I don't recollect, it has been so long ago.

Q. Did he ever give you any verbal or written instructions in reference to making those reshipments?

791 A. Well, sir, he might or he might not.

Q. What clerk or clerks of Simon Cohn's gave you verbal instructions or written instructions about shipping those goods?

A. Well, sir, I cannot recollect that even. It is impossible for me to remember, as I have so many things to attend to.

Q. Was Wash. Stewart the drayman for Simon Cohn?

A. I think he was.

Q. Was he the drayman for Manfred Meyer?

A. I don't recollect, but I think he was.

Q. Did Wash. Stewart or any other drayman ever haul any of Simon Cohn's cases of goods that had been received at the wharf-boat and car-y them to Manfred Meyer's store?

A. I don't know, sir, whether he did or not.

Q. Have you any knowledge or information on the subject?

A. Not of my own personal knowledge.

Q. Have you any knowledge otherwise than of your own personal knowledge?

A. Nothing more than hearsay.

792 Q. What have you heard upon the subject?

NOTE.—Objected to on the grounds that it is hearsay testimony.

A. Well, I've he-rd, I believe, there were some goods hauled from Cohn's store to Meyer's store. If there was anything of that sort done I don't know anything about it. I never saw anything of it; it is hearsay, town talk.

Q. Was it discussed pretty generally on the streets?

NOTE.—Objected to upon the ground that it is hearsay testimony.

A. I don't recollect no- whether it was or not; it was seven years ago and I cannot remember.

Q. Did Wash. Stewart ever come to your wharf-boat in the daytime and get any goods for Manfred Meyer that had come to your wharf-boat consigned to Simon Cohn?

A. He might and he might not. I don't recollect.

Q. Did he ever haul any goods that had come consigned to Simon Cohn to Manfred Meyer's store in the night-time?

793 A. I don't know, sir.

Q. Did he ever get any goods from your wharf-boat in the night-time?

A. I don't know, sir. I was hardly ever there in the night.

Q. Were any goods ever reshipped by you from the wharf-boat for Simon Cohn that had been consigned to him?

A. Yes; I think there was some two lots.

Q. Where were those goods shipped to?

A. Well, I remember of the reshipping from the wharf-boat of 50 half barrels of flour and a lot of whiskey; I don't remember how many barrels.

Q. Wasn't that the whiskey that Wood & Lee had sent to Simon Cohn?

A. I don't know, sir, whether it was or not.

Q. Who did he ship that whiskey to, do you recollect?

A. The bills of lading will show that.

Q. Did he change the marks on the goods before he shipped them?

794 A. I don't recollect, sir, whether he did or not.

Q. Do you remember of a lot of whiskey received by Simon Cohn from William Lee, of St. Louis?

A. I don't remember, sir—don't recollect the names.

Q. Did Simon Cohn ship or cause to be shipped from the wharf-boat any goods received from him prior to those other shipments?

A. I don't remember, but I don't think there was; I am pretty sure he did not.

Q. Did Simon Cohn ever instruct you to reship goods received by him at your wharf-boat and not removed from your wharf-boat?

A. Only two lots that I can recollect of was that lot of flour and whiskey.

Q. Where were they sent to?

A. The bill of lading will show that.

Q. As well as you can recollect?

A. I cannot tell, it is so long ago; it is seven years ago, and I ship freight every day in the week.

795 Q. (Judge Wyly reading from the bill of lading books:) "Seven barrels of whiskey, 13th of Nov., 1880, F. A. Blanks." Where did they go to?

A. They went to Longwood, La., M. Stockner; I am going by the bills of lading, as I can't remember myself.

Q. Who instructed you to ship those goods?

A. I presume Mr. Cohn, or I should not have done it.

Q. In your previous examination you said something about Simon Cohn altering marks on some of the goods on the wharf-boat?

A. In my previous examination, to the best of my knowledge I stated that myself and clerks altered the marks on fifty barrels and fifty half barrels of flour.

Q. At whose instance?

A. I presume, sir, by instruction from Simon Cohn, or I should not have done it.

Q. Mr. Purdy, did or not John L. Martin ever give you any instructions about shipping any of these goods?

A. He might and he might not; I certainly cannot recollect.

796 Q. Have you any of the written instructions you received about that time?

A. I have not, sir, in my possession, that I know of.

Q. Do you know Max Stockner?

A. I do.
Q. Is he a merchant?
A. He is.
Q. Doing business at Longwood Landing?
A. Yes, sir; to the best of my knowledge.
Q. Do you know Mr. Dreyfuss?
A. I do.
Q. Was he a merchant doing business in this parish at any time?
A. I believe he was.
Q. Where was his place of business?
A. On Old river, somewhere.
Q. Wildcat Landing?
A. I don't know, sir.
Q. Did the M. Dryfuss to whom the bill of lading refers to; do you recognize him as the merchant?
A. Yes, sir; I think he was the same one.
Q. The M. Stockner in Arcadia; do you recognize him as the merchant?
A. I believe he was.
Q. J. Stein & Co.; do you recognize them as merchants?
797 A. They were merchants.
Q. At what place, Alsatia?
A. Yes, sir.
Q. A. Cohn & Co., Hard Times Landing; were they merchants?
A. I believe they were, sir.
Q. Do you remem- who constituted the Co. in that firm?
A. I don't know, sir.
Q. D. Morris, Hard Times Landing; was he engaged in merchandising?
A. I don't know anything about it, sir.
Q. L. E. Goldheim; I see some of the merchandise was shipped to him at Hard Times.
A. I believe he was a merchant there, sir.
Q. Where was C. L. Kollman & Co.; were they merchants?
A. I believe they were.
Q. From what place, Milliken's Bend?
A. I believe so.
Q. S. Elgerter, Hard Times Landing; was he a merchant there?
A. I don't know, sir; I never seen him.
Q. Mr. Purdy, *from* whom did you say Will. Fisher clerked in 1880?
A. I don't know who he clerked for in 1880; I don't remember.
798 Q. Did he clerk for Manfred Meyer?
A. I don't know, sir, whether he did or not?
Q. Did he ever clerk for Simon Cohn?
A. Yes, sir; he has.
Q. But you don't recollect whether he clerked for Manfred Meyer or not?
A. I do not, sir.
Q. Did he clerk in the brick store last year?

A. He did, sir.
Q. Was he book-keeper and confidential clerk in that store?
A. I believe he was there. I don't know what position he occupied.
Q. Is he still engaged in business in that store?
A. Yes, sir.
Q. Who purports to be the owner of that brick store?
A. I believe it is owned by Mrs. Steinhardt.
Q. Do you know D. Morris?
A. I met him once or twice.
Q. Wasn't he once in business here?
A. I don't recollect, sir.
Q. Wasn't C. L. Kollman here?
A. I don't know, sir; I never saw him.
799 Q. He was a head kind of clerk for A. Cohn & Co. at Hard Times?
A. I don't know, sir.
Q. Who is A. Cohn, of the firm of A. Cohn & Co., of Hard Times Landing?
A. A. Cohn is a brother of S. Cohn.
Q. Do you know the names of the other members of the firm of A. Cohn and Co.?
A. I don't know anything about them.
Q. Have you ever been at Hard Times Landing?
A. I have passed there on steamboats?
Q. Mr. Purdy, I have information that there are two witnesses, and that they will testify that they saw within the last six months your ledger marked No. 1, with the initials V. M. P. printed on the back edge of that book, on your wharf-boat. Is that correct or not?
A. It may be correct, sir; my business was established 1870.
Q. They also advised me that they saw within the last six months on your wharf-boat your day book No. 5, with your initials,
800 V. M. P., printed on the back; is that true?
A. It may be; there are some there, I know.
Q. Mr. Purdy, will you be kind enough to bring those books before the examiner, Mr. Beattie?
A. I will see, if you need them, but I have no summons to that effect.

NOTE.—The examination is suspended until the witness produces the books called for.

801 Direct examination resumed by Judge WYLY:

Q. Mr. Purdy, do you swear that it is not in your power to produce day book numbered five and ledger No. 1, with the initials "V. M. P." printed on their back?
A. I produced all the ledgers that I have in my possession. I have not got day book No. 5 in my possession. I don't know where it is.
Q. Ledger No. 1—is not that in your possession?

A. I don't know that I ever had such a ledger as No. 1.

Q. What ledger did you have prior to opening of the entries in ledger No. 2.

A. I have a ledger marked "P. & M.," this book (witness producing book refer-ed to).

Q. I have information that certain books, among them day book No. 5, was on your wharf-boat last May, among your other papers and books. Do you deny under oath that this is not a fact?

A. Well, sir, I do deny it.

802 Q. Do you deny under oath that that book No. 5 has not been under your control or upon your wharf-boat within the last six months?

A. I do.

Q. What has become of that book number five?

A. I don't know, sir, what has become of it. As I stated before in my testimony, when the books became three years old I considered them worthless. They are all shipped off to a paper mill.

Q. Are you prepared to state that you shipped day book No. 5 to the paper mills?

A. I do not know. I presume I did.

Q. What period does day book No. 5 cover?

A. Prior to the second of May, 1881.

Q. Does not it show the transactions of your wharf-boat during the years 1880 & 1881?

A. It shows the transactions of my wharf-boat prior to May, 1881.

Q. Did it embrace the transactions in the fall of 1880?

A. I presume it did.

803 Q. How does it happen that you lost that particular book and yet kept books covering the year 1878?

A. I don't know how it happened.

Q. Are you prepared to say that that book was lost or that you shipped it away to the paper mills?

A. I think it was shipped away. I never gave it to anybody.

Q. If you had that book here would not it show the transactions on your wharf-boat during the year 1880?

A. It shows some of them, I presume, and some of the year 1880; yes, sir. I had no summons to produce that book here, even if I had it.

Q. Now, Mr. Purdy, did you not, on a certain Sunday, on that wharf-boat, tell W. G. Wyly about a conversation that you had with Arrighi?

A. Well, I might and I might not.

Q. Did you not tell me that O. J. Arrighi, who had clerked for Meyer, informed you that Cohn's goods had been carried to

804 Meyer's store and that Cohn was the owner of that store and that Meyer's name was used as a sham? Do you deny under oath that you told me that O. J. Arrighi could prove the fact?

NOTE.—Objected to on the ground that he calls for hearsay testimony and that the question is leading.

A. To the best of my recollection I think I told W. G. Wyly that this man, Arrighi, had told me that there were goods hauled from Cohn's store to Meyer's store. As far as telling me that Cohn owned the store that Meyer occupied I do not remember anything about that, but I did not place much faith in what he told me, as he was nothing but a youth and talked a great deal. Of course, I listened to what he said.

Q. Did you tell W. G. Wyly that O. J. Arrighi was a young man and talked a great deal and was not a reliable witness?

A. I don't remember whether I did or not.

Q. Do you deny under oath that you assured W. G. Wyly
805 that O. J. Arrighi could prove up the case thoroughly?

A. I might, sir.

NOTE.—Objected to as before.

Q. Did you not write the name of O. J. Arrighi on a piece of paper, Natchez, and hand it to W. G. Wyly?

A. I may have done it; I don't recollect, but I don't think he lives in Natchez. I think his father lives there.

Q. Did you not tell W. G. Wyly that O. J. Arrighi after he quit clerking for Manfred Meyer clerked upon your wharf-boat?

A. I did, sir.

Q. Did he ever tell you all about the transactions of Meyer & Cohn?

NOTE.—Objected to as before.

A. I think, to the best of my knowledge, he did.

Q. Did not he tell you that was a fraudulent failure; that it was done to swindle his creditors, or use words to that effect?

NOTE.—Objected to as before.

A. He may have done so.

NOTE.—Counsel for defendants objects to introduction of
806 *of* testimony of foregoing witness, of Purdy, on the ground that he is a witness produced by the complainants; that he has been summoned by the complainants as their witness and that complainants' counsel has endeavored all through the examination of this witness to impeach his testimony; that the examination is whol-y leading and that it is irrelevant to the issues involved in this *this* case.

Cross-examination.

By Mr. KENNEDY:

Q. Mr. Purdy, you have produced here a ledger marked number two in the *subpœna duces tecums* served on you.

A. No, sir; a *subpœna duces tecums* was not served on me calling for that book.

Q. Well, the ledger you have produced here, the number two ledger you produced this morning, marked "P. & M.," was produced at the request of counsel for complainants?

806½ A. Yes, sir.

Q. Please state what periods of time are covered in your business by those two ledgers.

A. They start on May first, 1878, and run up to September 9th, 1882, at the time I discontinued my wharf-boat business at Lake Providence temporarily.

Q. These are the only ledgers you have, are they?

A. Yes, sir.

Q. Mr. Purdy, what does that book show? What does it contain, a record of your receiving & forwarding business?

A. It simply contains a list of the bills paid. It contains no record of the amount of packages. It is simply a transcript of the freight bills.

Q. Paid off by you?

A. Yes, sir.

Q. It did not show the number of cases received by you and forwarded by you?

A. No, sir.

Q. Well, now, Mr. Purdy, the majority of these bills to which reference has been made in this examination are in your handwriting—that is, the body of the bills and signatures are in your handwriting?

807 A. No, sir.

Q. Can you say which ones you wrote and which ones you did not?

A. I can't say as I do, as I had a clerk on the wharf-boat and it was his business to attend more to the shipping than I did myself.

Q. Mr. Purdy, is it not a fact that a great many of these goods that are mentioned in those bills of lading as being shipped by you, were they not shipped during your absence?

A. I think probably the most of them were.

Q. You simply made out the bills of lading before they left the wharf-boat and left them there to be shipped?

A. Yes, sir.

Q. Then you do not pretend to say that you saw those goods shipped?

A. No, sir; I cannot say that I actually saw all of them shipped.

Q. Can you say which ones you saw shipped?

A. No, sir.

Q. You suppose then, Mr. Purdy, that most all of these bills of lading were attended to by your clerk?

808 A. To the best of my recollection, sir, it was done that way.

Q. So, then, you could not say whether the signatures to the bills of lading are genuine or not, from your own personal knowledge?

A. No, sir; I may have seen them and signed them and I may not. It is so long ago and I had so much work to attend to it is impossible for me to recollect.

Q. Mr. Purdy, you testified in your first examination that you did not have the books showing your shipments made from the

wharf-boat that had been shipped by you; that they had been mislaid or destoyed.

A. Yes, sir.

Q. Or were shipped off to the paper mills?

A. Yes, sir.

Q. Did you ever keep more than one bill of lading book?

A. I used to keep two books. I don't keep but one now.

Q. Mr. Purdy, you testified about giving this bill of lading book to Mr. Will. Fisher. What I want to ask you is if Mr. Cohn had nothing to do with that transaction.

809 A. No, sir.

Q. Did you do it at his instance or request or upon your own motion?

A. I testified to that the other day to the best of my recollection. I did it of my own accord. I selected Mr. Fisher as the man to take care of the books.

Q. Did Mr. Fisher ask you to do this or did you suggest it to him?

A. I think I suggested it myself.

Q. How came Mr. Fisher to say he would take charge of the books for you?

A. I think I asked him if he would not do it and he told me yes.

Q. Did Mr. Fisher know anything about your intention to give him the books previous to your taking it to him?

A. Not as I know of, sir.

Q. When you got it back from Mr. Fisher had it been opened in any way?

A. He stated when he handed it back to me that he had never opened it or looked into it.

810 NOTE.—Counsel for complainants objects to the statement of the witness as to what Mr. Fisher told him.

Q. Was it in the same condition that it was when you gave it to him?

A. Apparently so, sir.

Q. Looked in the same way?

A. Yes, sir.

Q. To all appearances it looked just the same as it did when you gave it to him?

A. So far as I could judge, it did.

Q. Mr. Purdy, in your direct examination-in-chief you testified that you had spoken to him upon the matter before you produced the book, and that I told you that you would have to produce it. I will ask you if you did not voluntarily come to me and ask me whether you would have to produce that book or not.

A. I did, sir. I did not come to you in your professional capacity. I asked you as a friend.

Q. What did I tell you?

A. You told me I would have to give it up.

811 Q. Is not that all the conversation that passed between us on the subject?

A. To the best of my recollection it is, sir.

Q. Mr. Purdy, you have stated that your business with your patrons of the wharf-boat was confidential. Now, was not that the principal motive that caused you to put this book out of your possession and object to bringing it here to prevent your private books and papers from being open to the inspection of the public, and if you had not felt somewhat piqued at the counsel for complainants and the manner in which they had reached that book?

A. Yes, sir. I had made a large amount of money out of Simon Cohn. I had done a large business with him, and for that reason I thought it was my duty to protect him in our business transactions as far as I was able.

Q. Are you a lawyer?

A. I am not.

Q. Did you know anything about an order to produce that bill of lading book?

812 A. I didn't know what it was at first.

Q. Did you know anything about why the contents of this bill of lading book would have any effect upon the decision in this case?

A. I am unable to say whether it would or not.

Q. Mr. Purdy, did you not consider this letter from the city of Cairo asking about the shipments of certain books or something in 1880 to which you have referred in your direct examination—did you not consider that as an attempt to reach your private books and as inspired by counsel for complainants in acting in that matter as he did?

A. I did, sir, for the following reasons: That at the time I gave that clerk the desired information I then thought that it was a business transaction between myself and the boat for whom I had been acting agent for several years. If I had known that it was to be used for the purpose it has I would have ignored it and made no

813 reply to it whatever for the reason that it destroys confidence between steamboats & their agents.

Q. Feeling, then, Mr. Purdy, that you had not been treated right in the matter by the counsel for complainants, and being somewhat hurt at him on this account, was not that the reason that induced you to put that book out of your possession?

A. I cannot say but what it was, although the bill of lading book had not been out of my possession prior to that time.

Q. In other words, Mr. Purdy, to sum up the whole matter in a nutshell, you thought he had been playing the detective on you and you felt aggrieved at it?

NOTE.—Counsel for complainants objects to question as suggesting the answer.

A. Yes, sir; so much so that I referred the matter to Capt. J. A. Scudder, president of the Anchor line.

Q. Mr. Purdy, do you know Mrs. Henrietta Steinhardt, the mother-in-law of Simon Cohn?

A. Yes, sir.

814 Q. She has been here several years, hasn't she?

A. Yes, sir.

Q. Is not she a cripple?

A. Yes, sir.

Q. A very old and feeble lady, isn't she?

A. Yes, sir; I think she is.

Q. Mr. Purdy, do you know whether or not she brought any money with her when she came here?

A. I do not, sir.

Q. Isn't it generally understood that she brought a considerable sum of money here when she came?

NOTE.—Objected to on the ground that the testimony sought to be elicited is hearsay.

A. I have heard so.

Q. Isn't it generally understood she is a lady of means?

A. I have understood that was so.

Q. Mr. Purdy, how many people in this community?

A. I presume between 800 & 1,200 people.

815 Q. Mr. Purdy, outside of Mr. Cohn and his immediate family and relatives do you suppose that any one in this community has any interest in this case one way or the other?

A. As far as I am concerned, I have no interest in it one way or the other.

Q. Do you know anybody outside of Mr. Cohn's immediate family and relations that cares a copper cent what became of this case?

A. I do not, sir.

Q. You have no interest in it yourself, have you?

A. No, sir; not the least in the world.

Q. Mr. Purdy, do you believe that there is any one in this community who would seek to suppress testimony in this case for their friendship for Mr. Cohn?

NOTE.—Objected to on the ground that it is an attempt on the part of counsel to draw from the witness his opinions and beliefs, and that it is not competent for the witness to testify to anything but what he knows of his own personal knowledge.

A. Well, I don't know; no, sir.

816 Q. Mr. Purdy, when I speak of community I don't mean two or three or even a dozen men. I mean the community at large. Now, has the community at large any more interest in this case than it has in any other lawsuit that has occurred in this community?

NOTE.—Same objection as before.

A. Not that I know of.

Q. Mr. Purdy, you testified in your examination-in-chief that when you got the *subpœna duces tecum* that you gave it to Simon

Cohn; did Simon Cohn come and ask you for it, or did you give it to him volunterily?

A. I met him on the street and handed it to him and asked him to give it to Mr. Kennedy. I don't know whether I asked him or not to find out what it was.

Q. That is all there was to it?

A. Yes, sir.

Q. Mr. Purdy, since your examination in this case have you had any conversation with the defendant or their counsel in regard to this matter?

817 A. Not that I recollect of; any conversation that I have had with defendant's counsel has related purely to personal matters.

Q. And not connected with this case?

A. No, sir.

Redirect examination by Judge WYLY:

Q. Mr. Purdy, how is it possible for you to have been moved to give that book to Fisher on Friday, when you were served with a *subpœna ducus tecum* on Saturday?

A. I gave that book to Mr. Fisher, as I stated in my previous testimony, on Sunday evening; I didn't give it to him Friday at all.

Q. It was your desire, then, was it not, to protect your other business clients that induced you to give that book to Mr. Fisher?

A. Yes, sir; entirely so.

818 Q. Were you not reluctant in producing that book at all?

A. I was, sir.

Q. And you learned afterwards, did you, that if complainants' counsel desired to compel you to produce that book they could do so?

A. Yes, sir.

Q. Was there anything in that book that you were ashamed to produce in the courts of your country whenever properly called upon to do so?

A. To the best of my knowledge there is not.

Q. Then, why were you so reluctant to comply with the order of the court?

A. I have stated before in my testimony that my business transactions being of a confidential nature I thought it was my duty to protect them as far as I was able.

Q. You would not attempt to deny you were not moved to protect Simon Cohn more than you were any other of your business clients?

819 A. I don't know that I would have done any more for Simon Cohn than I would for any other of my customers.

Q. Then, it was your desire to protect your customers that you refused to obey the orders of court?

A. I have stated that all the way through. I must say that I was very much offended at the time that piece of paper was produced upon me. I objected to the manner in which counsel of complainants sought to obtain possession of my private books and papers.

Q. Then, it was, Mr. Purdy, that this offence or imaginary offense induced you to write to Capt. Skudder?

A. Yes, sir; that was my sole object in writing to him.

Q. Would you have produced that book unless compelled to do so by process of court?

A. I cannot say that I would, sir.

Q. In giving your testimony have you not harbored and been controlled by a feeling of pique towards complainants and their counsel?

820 A. Well, I cannot say but what I have been.

Q. You have stated your relations with Mr. Fisher and Simon Cohn have been of the most cordial character?

A. Yes, sir; they have been.

Q. I will ask you that if it wasn't this feeling of kindness and friendship towards Mr. Cohn that induced you to put that book in the hands of Mr. Fisher.

A. Well, I have stated before that all our business relations, all my business relations, had always been very friendly. I cannot say but what it was.

Q. Have you not felt, Mr. Purdy, a reluctancy to disclose anything against Simon Cohn on account of your warm personal and business relations with him?

A. As far as Simon Cohn was concerned I will say that I have.

Q. Have you any personal knowledge as to the financial position of Mrs. Henrietta Steinhardt?

A. I have not, sir.

821 Q. Who has administered on her husband's estate?

A. I don't know, sir.

Q. Was his succession ever opened in this parish?

A. I don't know, sir.

Q. Have you any knowledge as to what estate Mr. Steinhardt left?

A. I have not, sir.

Q. Mr. Purdy, didn't Mr. Cohn talk to you somewhat about giving up that book when you gave him the *subpœna ducus tecums?*

A. Not as I recollect of.

Q. Mr. Purdy, have you not been for many years the book-keeper and practical business man? Have you not been president of the police jury?

A. I have, sir.

Q. Well, why was it, Mr. Purdy, as an intelligent witness, for you to go and consult with Simon Cohn and ask him what the *subpœna duces tecum* meant?

822 A. I had had no connection with the United States court before, and perhaps I never will again, and I was not sure exactly what the *subpœna ducus tecum* meant.

Q. Why did you imagine that Simon Cohn could tell you more about that subpœna than you could ascertain from reading it yourself?

A. I met Simon Cohn on the street that night. Saturday night on my way to the wharf-boat I requested him to take it to his attor-

ney, who at that time was sick at his house, and find out for me what it meant.

Q. And you give Simon Cohn the subpœna. How did it happen that Simon Cohn had better opportunities to get the information you desired than you did yourself?

A. Well, I thought he was more interested in it than any one else.

Q. When was that that you gave the subpœna?

A. That was on Saturday night, about dark.

Q. You have stated that on Sunday morning that you gave Mr. Fisher that bill of lading book?

823 A. I gave it to him in the presence of Mrs. Steinhardt and some one else. I said in my testimony that that bill of lading book was not on the wharf-boat on Sunday morning nor has it been for several months. It has been at my private residence. I carried that book Sunday evening direct from my house to Mr. Fisher's residence. I told Mr. Fisher that I would bring the book to him, which I done.

Q. You say Mr. Fisher came to the wharf-boat Sunday morning and you promised that you would bring him that book Sunday evening?

A. Yes, sir.

Q. Will you state the conversation that occurred? Did Mr. Fisher ask you for that book?

A. I don't recollect the conversation, sir, but, to the best of my recollection, I told him I would bring him the book that night. I told him I did not have it on the wharf-boat.

Q. Did he desire to get it at that time?

824 A. He did not express any desire to me.

Q. Didn't he ask you for the book called for in that *subpœna ducus tecum?*

A. He might, sir.

Q. Did he express any desire to get possession of the book?

A. He might. I don't remember.

Q. Did he express any desire at all to get possession of it? Did he come to ask you for the bill of lading book or where it was?

A. I don't remember whether he came for that especial purpose or not. Mr. Fisher, like other young men, came to the wharf-boat on Sunday. He is occupied all during the week.

Q. You say, then, that Mr. Fisher asked you for the bill of lading book on Sunday morning and that you told him that you would bring him the bill of lading book in the evening. Did I understand you to say that?

A. Yes, sir; that is my recollection of it.

825 Q. Was that the Saturday night; was it Saturday night that you got the *subpœna ducus tecum?*

A. I got it during the day.

Q. Did you read the document to him?

A. I don't know if I did or not.

Q. Has Mr. Simon Cohn sufficient knowledge of the English language to read that *subpœna ducus tecums?*

A. I think he is—I believe he can read.

Q. Can he write anything except his name?

A. I think he can write. I seen him writing a letter the other day or trying to do so.

Q. Mr. Purdy, as you had to take council before you were willing to produce that bill of lading book, it might have been produced against your will, wasn't it?

A. I have so stated.

Q. You say you were a little busy on Saturday and that you gave Simon Cohn the *subpœna ducus tecums* and he promiced to
826 give you some information in reference to it. When did Simon Cohn make his report to you?

A. I don't recollect when he gave it back to me, whether it was on Saturday night or on Sunday.

Q. What report did Mr. Cohn make to you after he gave you the document back?

A. I don't recollect what it was, but I think I told him that I wouldn't give the book up unless I was forced to; something like that.

Q. Mr. Purdy, at that time you were not impressed by any offense or imaginary offence having been committed by counsel for complainants. Now, what induced you to express your determination not to comply with the order of court?

A. As I stated before, considering my relation to my customers and patrons being of a confidential nature, I thought it became my duty to protect them as far as I was able.

Q. Mr. Purdy, doesn't this bill of lading book contain the
827 shipment of freight from your wharf-boat?

A. Yes, sir; it does.

Q. Mr. Purdy, these bills of lading to which I have called your attention, I will ask you if they don't represent transactions that they purport to represent?

A. Yes, sir.

Q. Don't they represent the shipments that they purport to have made?

A. To the best of my knowledge they do.

Q. Hasn't Mr. Cohn been present during the whole of your examination?

A. I believe he has.

Recross-examination:

Q. Mr. Purdy, these bills of lading simply contain a résuméz of the shipment of freight of your wharf-boat?

A. Yes, sir.

Q. Mr. Purdy, you've been asked if your testimony has not been warped in this *in this* case. Do you mean to say that you have
828 not told strictly the truth?

A. To the best of my knowledge, I have told the whole truth and nothing but the truth.

Q. Mr. Purdy, time and again counsel for complainants in ques-

tioning you have stated that you made a promise to Mr. Fisher to give him this bill of lading book. Did you make any such promise? Did anybody request you to give that book to Mr. Fisher?

A. To the best of my recollections, I told Mr. Fisher that I would give him the book; as far as my promise was concerned it was no more than an every-day conversation.

Q. What I want to know, once and for all, is whether Fisher asked you to give him the book or whether any one else asked you to give it to them or whether it was not done on your own motion.

A. I think, sir, it was done on my own suggestion.

829 Q. Did Fisher or any one speak to you about having been before the commissioner the second time?

A. I don't think they did.

830 By consent of counsel for complainants and defendants the following extracts from the bill of lading book, offered in evidence and filed on behalf of complainants on Sept. —, 1887, shall be copied in the transcript in lieu of the entire bill of lading book.

Extract from Bill of Lading Book.

V. M. Purdy's bill of lading book from Aug. 16, '80, to July 9, '81.

Received, Lake Providence, La., ——, 18—, from V. M. Purdy, in apparent good order, on board steamer ——, bound for ——, to be delivered in like order, without unavoidable delay (the dangers of navigation, fire, explosion, and collision excepted), at ——, on wharf-boat or landing twenty feet from water's edge, where carrier's responsibility shall cease, unto —— —— or assigns, he or they paying freight at —— and charges ——, with —— per cent. exchange on advances collected as charges, —— master, clerk, or agent hath signed —— bills of lading.

Date.	Steamer.	Marks.	Articles.	Consignees.	Whos- account.	Charges.
831						832
Sept. 11, '80	Dean Adams	Max Stockner, Longwood.	1 case d. goods, 6 rolls bagging, 20 bundles ties, 15½ bbls. flour.	Mark	S. Cohn	
Sept. 14, '80	City Providence	Chas. Collman & Co., Milliken's Bend.	7, seven, cases d. goods	Mark	S. Cohn	$1 00
" 16, '80	" "	Max Stockner, Longwood.	5, five, cases d. goods, 1 bale sheetings.	Mark	S. Cohn	50
" "	A. A. Springer	In full	1, one, box marble	As above, Bloomer, Shmitte & Britman, Evansville, Ind.	S. Cohn	50
" "	Grand Tower	C. C. & Co., Milliken's Bend.	9 cases b. & shoes	Chas. Collman & Co.	S. Cohn	1 00
Sept. 20, '80	Helena	C. C. & Co.	1 case d. goods, 6 tin safes, 8 bundles b. ends, 5 bundles b. rails, 5 bundles b. slats, 19 bundles b. chairs, 1 washstand, 1 mattress.	Chas. Collman & Co., Milliken's Bend.	S. Cohn	1 00
Sept. 21, '80	Dean Adams	Max Stockner, Longwood.	2 boxes d. goods, 6 boxes groceries, 5 p'k'g's tobacco (12), 3 sacks coffee, 1 bbl. molasses, 1 bale twine, 1 pap. package.	Max Stockner	S. Cohn	1 00
" "	Gold Dust	Chas. Collman & Co., Milliken's Bend	4 cases hats, 1 case d. goods.	Mark	S. Cohn	50
" "	" "	E. Stockner, Arcadia, Miss.	2 bbls. sugar, ½ bbl. molasses, 1 sack coffee.			
			1 doz. brooms, ½ doz. w. boards, 3 cases goods, 23 boxes groceries, 2 boxes tobacco, 4 tin safes, 6 bundles bed ends, 3 bundles bed rails, 3 bundles bed slats, 6 bundles chairs (12).	Mark	S. Cohn	1 50

Date.	Steamer.	Marks.	Articles.	Consignees.	Whose account.	Charges.
Sept. 24, '80	Dean Adams	Max Stockner, Longwood.	1 bbl. sugar	Mark	S. Cohn	50
Sept. 27, '80	Commonwealth	E. S., Arcadia, Miss.	5 cases b. & shoes, 1 box	E. Stockner, Arcadia	S. Cohn	50
" "	Dean Adams	M. S., Longwood	6 bbls. flour, 7 cases b. & s., ½ box tobacco, 1 bale goods.	Max Stockner, Longwood.	S. Cohn	1 00
Sept. 29, '80	City Providence	C. C. & Co., Milliken's Bend.	6 trunks, 4 cases b. & shoes.	Chas. Collman & Co.	S. Cohn	50
Sept. 30, '80	" "	C. Conrad & Co., St. Louis.	2 bbls. bottles, 1 tce. bottles.	Mark	S. Cohn	50
Oct. 2, '80	F. A. Blanks	C. L. C. & Co., Milliken's Bend.	2 cases d. goods	C. L. Collman & Co.	S. Cohn	50
" "	" "		2 jugs liquor, 3 2-h. wagons.	A. Cohn & Co., Hard Times.	S. Cohn	1 00
Oct. 5, '80	City Helena	M. S., Longwood, La.	30 boxes groceries, 3 cases beer, 6 bundles chairs.	M. Stockner, Longwood.	S. Cohn	1 00
Oct. 8, '80	Joe Kinney	E. Stockner, Arcadia, Miss	1 box mdse., ½ box tobacco, 1 pakg. 3-c. tobacco.	Mark	S. Cohn, st'r Gold Dust.	50
Oct. 12, '80	P. C. Brown	Armstrong Furniture Co., Evansville, Indiana.	1 p'c'k'ge marble	Mark	S. Cohn	50
" "	City Providence	C. L. C. & Co., Milliken's Bend, La.	4 casks beer, 1 pap. p'c'k'ge.	C. L. Collman & Co., Milliken's Bend.	S. Cohn	50
" "	" "	E. Stockner, Arcadia, Miss.	4 cases b. & shoes	E. Stockner, Arcadia	S. Cohn	50
" "	Commonwealth	E. T. W. Meier, St. Louis.	1 small box	Mark	S. Cohn	50
	"	M. S., Longwood, La.	1 hhd. sugar, 1 bbl. sugar, 4 cases b. & shoes.	Max Stockner, Longwood, La.	S. Cohn	50
833						834
Oct. 20, '80	F. A. Blanks	E. S., Arcadia, Miss.	1 pckg. 4-cad. tobacco, 5 kits mackerel, 2 doz. pails, 12 p'c's h'ware, 1 cask b. beer, 1 sack coffee, 1 bbl. sugar, 1 bbl. sugar, 1 box tinware, 1	E. Stockner, Arcadia	S. Cohn	1 50

			box glassware, 5 bbls. meal, ½ bbl. fish, 1 box meat, 2 boxes sardines.			
Oct. 22, '80	Dean Adams	M. S., Longwood	2 sacks coffee, 1 case b. & shoes.	M. Stockner	S. Cohn	50
Oct. 26, '80	Commonwealth	M. Dreyfus, Wildcat	1 bbl. sugar	M. Dryfuss, Wildcat	S. Cohn	50
Oct. 27, '80	Providence	C. C. C. & Co., Milliken's Bend, La.	6 bundles bed ends, 3 bundles bed rails, 3 bundles bed slats, 3 bundles, 6, mattrosses.	C. C. Collman & Co., Milliken's Bend.	S. Cohn	50
Nov. 1, '80	F. A. Blanks	S. Elgutter, Hard Times, La.	1 box sundries	S. Elgutter	S. Cohn	50
" "	" "	C. Collman & Co., Milliken's Bend, La.	1 case mdse.	Mark	S. Cohn	50
" "	" "	E. S., Arcadia, Miss.	6 skillets, 6 skillet lids, 1 b'dle (3) collars.	E. Stockner, Arcadia	S. Cohn.	
" "	" "	E., Hard Times, La.	5 cushion chairs, 1 cushion a. chair, 6 bundles (12) c. b. chairs, 1 l. glass, 1 d. table (K. D.), 1 pckg. table leaves, 1 center table, 2 boxes marble, 2 p'ck'ges bed ends, 1 p'ck'ge bed rails, 1 w. stand, 1 bureau, 1 sofa, 1 bale carpet, 2 pckag. cornice.	A. Cohn & Co.	S. Cohn	1 00
" "	Dean Adams	M. Stockner, Longwood Ldg., La.	1 case boots, 3 boxes crackers, 4 boxes candy.	M. Stockner	S. Cohn	50
Nov. 6, '80	F. A. Blanks	M. S., Longwood, La.	1 box c. sides, 2 bbls. whiskey.	M. Stockner	S. Cohn	50
Nov. 13, '80	" "	M. S., Longwood, La.	7, seven, bbls. whiskey	M. Stockner, Longwood.	S. Cohn	1 00
Nov. 15, '80	" "	E.	50 boxes soap, 8 bbls, whiskey, 1 bbl. gin, 1 bbl. brandy.	S. Elgutter, Hard Times	S. Cohn	2 00
" "	" "	D. Morris, Hard Times	1 cloth package	D. Morris, Hard Times.	S. Cohn	50
" "	" "	L. E. Gardham, Goodriches.	1 cask beer	L. E. Gardham, Goodriches.	S. Cohn	50

Date.	Steamer.	Marks.	Articles.	Consignees.	Whose account.	Charges.
Nov. 16, '80	City Helena	M. S., Longwood	1 box meat, 1 case d. goods, 4 cases b. & shoes, 1 p'ck'ge 4½ boxes tobacco, 1 box y. powders, 6 bbls. flour.	M. Stockner, Longwood.	S. Cohn	1 00
Nov. 19, '80	Joe Kinney	E. S., Arcadia	8 bbls. whiskey, 1 box meat, 1 case d. goods, 2 cases b. & shoes.	E. Stockner, Arcadia.	S. Cohn	50
" "	" "	C.	12 bundles bed ends, 6 bundles bed rails, 6 bundles bed slats.	C. Collman & Co., Milliken's Bend.	S. Cohn	50
Nov. 22, '80	F. A. Blanks	A. Cohn, Hard Times	1 cooking stove, 1 box utensils, 2 pots.	A. Cohn, Hard Times.	S. Cohn.	
" "	" "	C. C. & Co., Milliken's Bend	3 cases d. goods, 5 cases b. & shoes, 1 b'dle sheeting, 1 bbl. c. oil.	C. Collman & Co.	S. Cohn	1 00
Nov. 23, '80	Commonwealth	M. S., Longwood, La.	1 box meat	Max Stockner, Longwood.	S. Cohn.	
Nov. 25, '80	Gilbert	C. C. & Co., Milliken's Bend, La.	5 bundles of w. rockers (10), 1 bundle cane rockers (2), 3 bundles child rockers (6), 6 buts tobacco, 2 caddies tobacco, 1 case salmon, 1 case sardine, 1 case oysters, 1 case groceries, 10 boxes soap, ½ bbl. fish.	C. Collman & Co.	S. Cohn	1 50
Nov. 27, '80	F. A. Blanks	A. V. W.	30 sacks salt	A. V. Witkouski, c. A. Meyer, Grand Lake.	S. Cohn. Returned.	1 50
" "	" "	M. S., Longwood, La.	1 box meat, 1 box mdse.	M. Stockner, Longwood.	S. Cohn.	

835						836
Nov. 27, '80	F. A. Blanks	M. Dreyfus, Wild Cat	3 kegs lead, 2 jugs varnish, 1 can oil.	M. Dryfus, Wild Cat	S. Cohn	50
Nov. 29, '80	" "	[E] Hard Times	2 cases d. goods, 2 boxes d. goods, 11 buts tobacco, 1 p'k'ge 4-c. tobacco, 5 boxes mdse.	S. Elgutter, Hard Times.	S. Cohn	1 50
Dec. 3, '80	Gold Dust	M. S., Longwood	1 box meat, 1 box cigars	M. Stockner, Longwood.	S. Cohn	50
Dec. 8, '80	Commonwealth	M. S., Longwood, La.	2 bbls. B. beer, 1 bbl. coal oil, 1 case milk, 2 cases candy, 1 box sund, 1 pail candy, 3 sacks coffee, 1 hhd. sugar, 1 wardrobe (2 pa'k'ges).	M. Stockner, Longwood.	S. Cohn	1 00
Dec. 13, '80	Thompson Dean	[E]	4 cases d. goods, 2 cases b. & shoes.	S. Elgutter, Hard Times.	S. Cohn	1 00
Dec. 14, '80	City Helena	L. E. Gardham, Goodrich L'd'g, La.	3 boxes crackers, 1 box sundries.	Mark	S. Cohn	50
Dec. 15, '80	G. W. Cheek	[1] S	25 bbls. meal, 1 box meat, 5 bales hay, 5 box-crackers.	M. Stockner, Longwood.	S. Cohn	1 00
Dec. 18, '80	Gold Dust	S	10 bbls. flour, 11½ bbls. flour, 1 box d. goods.	M. Stockner, Longwood.	S. Cohn	1 00
Dec. 20, '80	E. Richardson	J. Stein & Co., Alsatia	2 bbls. bot. beer, 2 p'k'ges, 4 box- tobacco.	J. Stein & Co.	S. Cohn	50
" "	Guiding Star	S [S]	50 bbls. flour, 50½ bbls. flour, 1 tie. hams, 4 cases d. goods, 1 bale d. goods.	Strauss & Marks, Hard Times.	S. Cohn	5 00
" "	E. Richardson	C. C. & Co., Milliken's Bend.	1, one, box meat	C. Collman & Co.	S. Cohn	50
Dec. 22, '80	Geo. W. Cheek	L. E. Gardham, Goodrich	1, one, cask beer	Mark	S. Cohn	50

837 *Testimony of J. C. Pittman.*

J. C. PITTMAN sworn for complainants.

Direct examination.

By Judge WYLY:

Q. Mr. Pittman, what is your occupation and where do you reside?

A. Here in town.

Q. What is your occupation?

A. Well, sort of a little merchant.

Q. Do you know the defendants, the respondents in this suit?

A. Yes, sir.

Q. Do you remember about the time Simon Cohn failed as a merchant?

A. I remember about the time. I don't know that I can tell the year exactly.

Q. Well, about what time was it?

A. It was in January, I believe, in 1880 or 1881, I don't remember which.

Q. What had been his occupation?

838 A. He had been a merchant up to that time, as long as I had known him.

Q. To what extent did he seem to be operating—to a large or a small extent?

A. To a very considerable extent.

Q. Been landing many goods?

A. Yes, sir; he seemed to have a pretty good stock.

Q. Was his failure a bad one?

A. Well, really I don't know the extent of his failure, only from hearsay.

Q. You heard Mr. Purdy's testimony about his receiving freight at the wharf-boat?

A. Yes, sir.

Q. Do you know or have you any knowledge in reference to his having the marks of his goods changed at the wharf-boat?

A. No, sir; I don't think I know anything of my own knowledge about that. I heard something said about it at the time, but I don't know anything about it.

Q. It was discussed in the streets at the time?

A. There was something said about it.

Q. Do you know or have you any knowledge of his reshipping any goods from here elsewhere?

839 A. I don't know. I was on the wharf-boat on one Sunday. There was some flour & meal being shipped off the wharf-boat. I don't know where it was going, and I don't know that I know who he was shipping to. This is the same lot of flour that Mr. Purdy is testifying to. I happened to see it, and that is all I know about it.

Q. This flour was being shipped from the wharf-boat, you say?

A. Yes, sir; it was being rolled back on the boat that was lying at the wharf-boat.

Q. Did it seem to be barrel or boxes?

A. It was flour—half barrels of flour.

Q. While you were there it was being taken on the boat from the wharf-boat?

A. Yes, sir; but I did not pay any attention to it. I was not interested in it. I think there was something else, but I cannot tell what it was, to save my life.

Q. What marks were on the barrels?

A. I could not see. I never noticed anything about the marks.

Q. Do you know or have you any knowledge as to whether
840 or not Simon Cohn in the fall, and a short time previous to his failure, sold in original packages any goods that had been shipped to him?

A. Well, yes; I know of his selling some.

Q. Will you state the extent of your knowledge on the subject?

A. I cannot state the amount of the sales.

Q. Well, what about the amount of the goods?

A. We bought a few barrels from him.

Q. You mean the firm of J. C. Pittman and Brother?

A. Yes, sir.

Q. You bought from Simon Cohn?

A. Yes, sir.

Q. How much did you buy?

A. I don't know. I think we bought one lot.

Q. Of what?

A. There was one lot of flour. I don't remember anything else, now.

Q. About how long was this before he was closed up?

A. I suppose it was two weeks.

Q. About two weeks before he closed up?

A. I think so. I am not positive as to that.

Q. What was the size of this lot? About how many barrels?

841 A. I think it was about one hundred dollars' worth—in that neighborhood.

Q. How many barrels?

A. I don't know; the bill was about one hundred dollars.

Q. It was in barrels?

A. Yes, sir.

Q. Did you buy anything else besides flour?

A. I don't know, sir; there may have been some other articles in the bill.

Q. Where did the transaction occur?

A. At his store.

Q. You had gone to his store?

A. Yes, sir.

Q. Did he send solicitors to get you to his store to make the purchase?

A. Well, real-y I can't tell you.

Q. What induced you to go there to buy the goods?

A. Well, real-y I don't know the motive; it may have been the price that caught me.

Q. Where was the flour you bought; was it on the wharf-boat or in the store?

A. It was in the store; we got ours, I think, from the store.

Q. Do you remember the price per barrel he sold you that flour for?

A. No; I do not.

842 Q. Was the rates as favorable as the quotation from St. Louis & other places?

A. I think they were; I consider the rates very good.

Q. Did he offer to trade at the market price or below the market price?

A. I can only judge by what it cost us; all I know is the price was less than we could buy it for elsewhere.

Q. Then, I understand, you were induced to make the purchase because the price at which it was offered was less than you could buy it for elsewhere?

A. Perhaps that entered into it to some extent. There must have been some inducement in it, I suppose, for me to buy it.

Q. Was it generally known that Simon Cohn was then selling his good- out at a very low rate?

A. Well, I don't know.

Q. Do you know of any persons that were having transactions with him about that time, buying produce or goods?

A. Well, I don't know that I do.

Q. Do you remember of Mr. Murphy buying anything from him, any pork or anything else?

A. I am not positive that I do.

843 Q. Do you remember whether Hayes & Rouse or any other firm here in town buying any other goods from him?

A. I don't remember whether Mr. Rouse bought anything from him or not.

Q. Is it true, Mr. Pittman, that Simon Cohn was selling out his goods in original packages about that time?

A. Well, I don't know of anything except what related to our own business; what I actually saw.

Q. What was the current report at that time about the conduct of Mr. Cohn?

Objected to on the ground that it is not a case that common report is admissable in evidence.

A. Well, I don't know what you call current report hardly. It was reported you could get more good bargains down there from him.

Q. Was it generally understood that he was selling out his goods in original packages at a very low rate?

Objected to by counsel for def't- for reasons given in former objections.

844 A. Well, I don't know that it was generally understood that he was selling out his goods that way, but there was some things that was sold at a low price in the original package, such as meat, flour and meal, and things of that character.

Q. Was any dry goods sold out in any original packages in this town?

A. I don't recollect whether there was or not.

Q. Do you know when Manfred Meyer opened out his store here?

A. Yes, sir.

Q. Where did he get his stock?

A. I don't recollect where he got it.

Q. Which store did he open out in?

A. He opened out in the store where McRae is now.

Q. On what street?

A. On Lake street, in Lake Providence.

Q. Had he been living here before that?

A. No, sir.

Q. Where did he come from?

A. I don't know, sir.

Q. Do you know his previous occupation?

A. Only from hearsay, sir.

845 Q. Did Simon Cohn stay about that store much when it was first opened out?

A. Well, I don't know that he did; he was there sometimes.

Q. Were any of the goods in that store taken from the store of Simon Cohn?

A. Well, I don't know whether they were or not.

Q. What is your understanding upon the subject; what did you hear about the establishing of that store; what was the public rumor of the establishing of that store?

Objected to on the ground of hearsay testimony and of public rumor, and this being a cause in which public rumor is not admissable.

A. Well, of course there was some talk about it, but as far as my own individual opinion on the subject is concerned I have none, for I don't know anything about it.

Q. What was the general report?

Objection.—Same objection as above.

A. There was a good deal of talk in town about my receiv-
846 ing a good many goods over the wharf-boat. *A.* As for my knowing anything about it I know nothing in the world.

Q. Was you not in the store of Manfred Meyer, taking a general inspection of the place?

A. Yes, sir; I was in there.

Q. What seemed to be the size of the store—the amount of stock in it?

A. Oh, well, he had a pretty good stock.

Q. A large stock?

A. Well, yes; a rather large stock.

Q. Did you see Simon Cohn about the store?

A. I don't know that I saw Cohn about there any more than I saw other people there. Of course, as he is sorter fi-gity and nervous, he may have been in and out of there oftener than other people.

Q. Mr. Pittman, what about this store out here on Black Bayou?

A. I don't know anything about that. I know there was a store out there that Mr. Martin had charge of.

Q. What Mr. Martin is that?

A. Johnnie Martin.

Q. What had been his occupation just before Mr. Cohn failed?

847 A. He had been in Mr. Cohn's employ.

Q. Clerking?

A. Yes, sir.

Q. How soon after Mr. Cohn failed did he open up that store on the bayou?

A. I don't know, Judge, how long it was after that.

Q. About how long?

A. I reckon it was about a month or two.

Q. Where was it that this clerk of Simon Cohn's opened the store?

A. Out on Black Bayou somewhere.

Q. In this parish?

A. It was understood to be, so far as I know. I don't know yet who owns the store.

Q. Had he been known to have been a man of means—this Mr. Martin I refer to?

A. Really I cannot tell you anything about his means.

Q. Do you know of his having any means here?

A. I do not.

Q. Was he known in the community as a moneyed man?

A. Well, he had been clerking for Simon Cohn ever since he came here.

Q. You know he had been clerking for Simon Cohn?

848 A. Yes, sir.

Q. Just prior to his failure?

A. Up to the time of his failure. He was in the store when it was closed up.

Q. Now, Mr. Pittman, do you know Mrs. Henrietta Steinhardt?

A. Yes, sir.

Q. Does she take any personal interest in the business and control the finances?

A. I don't know that she does.

Q. Well, if she did you would be pretty apt to know it, living here, would not you?

A. Well, I don't know that I would. She might conduct the business and I not know it.

Q. I mean if she was in the office would not you know it?

A. Well, yes; I don't think she pretends to manage the store in person.

Q. She does not superintend the store personally?

A. Well, I don't think she does.

Q. Well, if she did you would know it probably, would not you, being here in town?

A. Yes; I reckon so.

Q. What store here is ostensably conducted in the name of Steinhardt?

849 A. The store that the stock of goods are in now, the brick store down there now, formerly occupied by Mr. Cohn himself.

Q. Who seems to have absolute control of that store?

A. Mr. Cohn, I rec-on, is ostensibly in control; Fisher seems to be controlling man at the store.

Q. Who seems to be at the head of the business?

A. Mr. Cohn; Fisher is the confidential man in the store, I reckon.

Q. Who buys the cotton & transacts the business about the store?

A. Mr. Cohn seems to do that.

Q. Who handles the cash—seems to control the cash?

A. Cohn, I reckon, but I don't know; I reckon he is like I am—has not got much to handle.

Q. Mr. Pittman, as a matter of fact, does not Mr. Cohn actually dominate that store as thoroughly as if it belonged to himself & was in his own name?

A. Well, I suppose he does.

Q. Does he not seem to be the ruling spirit in that store in all of its transactions?

A. As far as I know he does.

Q. Mr. Pittman, I will ask you, as far as your observations
850 extend, does not Mr. Cohn seem to dominate that store and control its affairs as thoroughly as when it stood in his name?

A. He attends to all of the business there of the store as agent; all the transactions of the store are carried in in the name of S. Cohn, as agent.

Q. Does he exercise the will power and control—doesn't he?

A. Well, Mr. Cohn seems to exercise the control when it is necessary.

Q. Does he seem to handle the cash, buy the cotton, and transact the affairs of that store as thoroughly as — he owned the property?

Objected to on the ground that the question has been asked several times, and on the further ground that it is calling for the opinion of the witness.

A. He was that, just as I have stated awhile ago; he does it now as agent.

Q. Does he seem to be consulting with anybody else, or does he transact the business himself without defer-ing to any one else?

A. I have never known him to defer to any one else.

851 Q. Does he buy a great deal of cotton?

A. I don't know that he does that—that is, except the cotton that he is interested in; so far as buying in the market as a matter of speculation I don't think that he does. Of course, he buys now and then, just as I do.

Q. Do you rent any property from Simon Cohn, individually or as agent?

A. Yes, sir; we rent property from him as agent.

Q. What property?

A. That corner building down there.

Q. The storehouse?

A. Yes, sir.

Q. During what years have you rented it from him?

A We have been renting from him three years, from July back, 1882 to '83.

Q. You rented it, then, for three years?

A. Yes, sir.

Q. At what rate?

A. At forty dollars a month, I believe.

Q. Do you rent the storehouse at forty dollars a month?

A. Yes, sir.

852 Q. To whom do you pay the rent?

A. We pay the rent to Mr. Cohn.

Q. Did you ever pay a dollar of that money personally to Mrs. Steinhardt?

A. No, sir.

Q. Did she ever personally demand a dollar of the rent from that store herself?

A. No, sir.

Q. Did Simon Cohn seem to have absolute control of the renting of that property?

A. We contracted with him.

Q. In your dealing did you observe that he could do as he pleased with the property, rent it or not, just as he pleased?

A. Well, of course, when we made the contract with him to us we never applied to any one else.

Q. Did he not notify you to abandon that property, as he wished to put a stock of goods in there himself?

A. No, sir; he did not notify us to abandon it as he wished to put a stock of goods in there, but he said that he had rented it to another party.

Q. What did you understand by his taking that course
853 with you—what had you done that was objectionable to him that he would not rent you that property there?

A. Well, I don't think that we had done anything.

Q. Did he object that you had bought the property of Richardson, across the street, and refused to rent to you on that account?

A. No, sir.

Q. What was your understanding about that? What transaction was it that caused him to discontinue him from renting the property?

A. Well, really I don't know. We had a little misunderstanding about an outside matter. It was a matter of business between us and Mr. Beeman. He—I never had anything—I know I made mention of the fact that there was a little misunderstanding between

us on account of our transaction with Mr. Beeman. He never told me so, but I suspected as much.

Q. Did you ever get any information from Simon Cohn on the subject?

A. We never said anything to him.

Q. But he refused to rent you the property?

854 A. Yes, sir; at least he said he wanted to *w*rent it to some one else.

Cross-examination by Mr. BOATNER:

Q. Was there a written contract of lease between you, Mr. Pittman, and Simon Cohn about the rent of this property?

A. I really have forgotten. I don't know whether there was or not.

Q. Refresh your memory. Don't you recollect that a contract of lease was signed by Mrs. Steinhardt and yourself?

A. If there was we did not have a copy of it. There may have been a lease signed; I am not certain of that. We gave our notes—so many notes—for three years. We may have had a contract. I don't remember as to that.

Q. Don't you recollect that you & Mrs. Steinhardt had an understanding about the lease?

A. I don't know; it may have been signed; I will not say it was; I would not say it was not, for I don't remember.

855 Q. Mr. Pittman, with regard to this purchase of flour by you from Mr. Cohn, is it anything unusual for one merchant to buy from another when he runs short of goods?

A. No, sir; we often buy that way.

Q. Is it not customary that when merchants sell to each other in the same town either to sell at cost with car-iage added or else to divide the profits?

A. Well, it depends upon certain contingencies; it is sometimes the case.

Q. But where a merchant is able to supply goods to another in the same town as an accommodation is it not usually considered that the goods shall be sold at cost with the car-iage added?

A. Yes, sir.

Q. Now, Mr. Pittman, do you recollect about this purchase of flour, whether Cohn came to you or you went to him and offered to buy it?

A. I don't recollect, but I reckon I went to him.

Q. Do you recollect whether you went to Cohn's store the day he was closed up to buy goods and he declined to sell to you?

856 A. Yes; I think he was closed up on Monday; I believe I was there on Saturday; we were trying to figure on some goods; I did not get them.

Q. The Judge has asked you about public rumor; was there any well-defined rumor about Mr. Cohn's transactions about that time; could it be called rumor; was it anything more than general talk that is always had when a merchant fails?

A. Well, I don't know that there was, than talk about a man who has been doing a large business and failed.

Q. Was this talk before or after his failure?

A. I don't know that I heard much about his failing; there was a good deal of talk about it after he had failed.

Q. Do you know of Mr. Cohn having your — to protest up to the time of his failure?

A. No, sir, I do not; I believe that it was understood that his drafts that were due were being paid.

Q. This young man that you speak of, do you know how long he had been clerking for Mr. Cohn?

857 A. No, sir.

Q. Do you know what wages he had been getting?

A. No, sir.

Q. Is it anything unusual for a man to clerk for another man and accumulate enough money to go into business on his own account?

A. No, sir.

Q. Couldn't Mr. Martin have made a start that way?

A. Yes, sir; I think so.

Q. Mr. Pittman, do you recollect whether or not you paid your rent notes to Mr. Cohn or to Mr. Fisher?

A. Well, I have paid some of them, I know, to Fisher; I don't know about all of them. I paid them to both, I believe.

Q. Sometimes Fisher would collect and sometimes Cohn would collect?

A. Yes, sir.

Q. Was Fisher clerking at Mrs. Steinhardt's store at the time?

A. Yes, sir.

Testimony of D. Dreyfuss.

DAVID DREYFUSS sworn on behalf of complainants.

Direct examination by Judge WYLY:

858 Q. Mr. Dreyfuss, how long have you been living in Lake Providence?

A. I came here in 1869.

Q. What occupation did you embark in when you came to Lake Providence?

A. Clerking.

Q. For whom did you clerk?

A. Clerked first for Louis Rothschild; I kept a store once myself; then I went back to clerking for Mr. Cohn and Mr. Morgan and then for S. Dreyfuss.

Q. When did you begin clerking for Simon Cohn?

A. I commenced clerking for him in '77, I believe; '78, perhaps.

Q. In the town of Lake Providence?

A. In the town of Lake Providence.

Q. How long did you continue in his employ?

A. From the fall of 1878 till the spring of 1880.

Q. Were you in his employ at the time of his failure?
A. No, sir; I left previous to that.
Q. What position did you have in his store?
A. Just as anybody else had.
Q. Clerking?
A. Yes, sir; clerking.
859 Q. Were you cashier and book-keeper?
A. For a little while we had two stores; one we called the blue store. I was sort of manager of the store for awhile; that was in the fall of '78.
Q. Who was his cashier & book-keeper?
A. At the other store I heard Martin was, but I was not clerking there?
Q. During the time Mr. Cohn was in business here who was his general book-keeper & managed the business of the house?
A. I suppose Mr. Cohn took charge of it himself.
Q. What position did Mr. Martin have in his store?
A. In his absence he was the manager.
Q. Was he the man that handled the cash?
A. During Mr. Cohn's absence he did; when Mr. Cohn was here he was not any more than anybody else.
Q. Mr. Dreyfuss, do you know or have you any knowledge concerning Simon Cohn's affairs just preceding his failure?
860 A. No, sir.
Q. Do you know of his having reshipped any goods from this place to other points about the time of his failure?
A. I do not.
Q. Do you know or have you any knowledge of his selling out goods in original packages in the fall of 1880—just before his failure?
A. I think I have seen some goods sold to merchants, but I don't know where they went to or anything about that.
Q. What merchant do you remember got goods from abroad?
A. I believe Mr. Egelly bought some from Mr. Cohn. I think I heard that Mr. Egelly bought a few barrels of flour.
Q. Did Mr. Pittman buy any?
A. I don't know.
Q. Did Mr. Murphy buy any pork?
A. I don't know; not of my own knowledge I don't know.
Q. Who were you doing business with in 1880?
A. With Mr. Cohn; he bought out Simon Levis.
Q. I'll ask you, Mr. Dreyfuss, do you know or have you
861 any knowledge in reference to any goods sold by Simon Cohn to Max Stockner?
A. Nothing positive; only from rumor.
Q. Have you any knowledge in reference to any goods shipped to other points by Mr. Cohn about the time of his failure?
A. No, sir; nothing positive.
Q. Who had charge of the store at Milliken's Bend?
A. Of what store?
Q. The store that Simon Cohn had an interest in.

Objected to on the ground that the question is leading.

A. I don't know that he had a store at Milliken's Bend.

Q. Was any one conducting a store at Milliken's Bend in which it was understood that Cohn had an interest?

Objected to on the ground that the question is leading and that the testimony of the witness as to his understanding is hearsay testimony.

A. I only can say from hearsay. I heard Mr. Collman had a
862 store there; whether Simon Cohn had an interest in it or not I cannot say.

Q. You heard that Mr. Colman had a store there?

A. Yes, sir; I know Mr. Collman personally.

Q. Did you ever see him up here in Cohn's store?

A. Yes, sir; I have seen him up here in town.

Q. Did he seem to have any business transactions with Mr. Cohn?

A. Well, I don't know; not while I was in his employ.

Q. What time did you see him; was it before or after the failure?

A. I think I have seen him before and after, both.

Q. Don't you know, Mr. Dreyfus, as a matter of fact, that he was conducting the business at Milliken's Bend for Simon Cohn?

A. No, sir.

Q. He has never talked with you on the subject?

A. No, sir.

Q. Did you ever understand from Mr. Simon Cohn that he had a business in Milliken's Bend and that Collman was clerking for him?

A. No, sir.

863 Q. Do you know whether Mr. Cohn ever sent any goods from his store to the wharf-boat for reshipment?

A. No, sir.

Q. Did you ever see any goods going there on the dray for Simon Cohn?

A. No, sir.

Q. Have you had any talk with him this morning?

A. No, sir; we are not even on speaking terms.

Q. Do you know anything about this store that Johnnie Martin had out on Black Bayou?

A. I know that he had a store on Black Bayou.

Q. Were you ever out there at *at* the store?

A. No, sir.

Q. Do you know where Johnnie got those goods from?

A. I think that he had a store down below here at Cunningham's, and that he moved from there. Whether he moved to town or out on the bayou I cannot tell you.

Q. Who was Johnnie Martin doing business with before he opened a store out at Black Bayou?

A. He was clerking for Simon Cohn up to his failure.

864 Q. Was he the confidential clerk and book-keeper?

A. As I said before, he was usually acting the boss when

Mr. Cohn was not there, but he did not seem to have any more to say when Mr. Cohn was there than any one else.

Q. Have you been talked to this morning on the subject of this your examination?

A. I had no idea that I was going to be summoned until Mr. Egelly brought me my summons.

Q. What business is Mr. Cohn engaged in now? I mean during this year.

A. Keeping store.

Q. What store is Simon Cohn keeping now?

A. He is keeping the brick store as agent.

Q. Does he engage in buying anything in connection with the business of that store?

A. He buys cotton.

Q. And furnishes plantations?

A. Furnishes color-d people.

Q. What seems to be the character of the business? Is it a small or large business?

A. From the amount of cotton he handles I suppose it is medium business.

865 Q. You have been in the storehouse, have you not?

A. I have not been in there in five or six months; five months anyway.

Q. Have you known of his buying cotton in the market here this fall?

A. Yes, sir.

Q. How does he mark his cotton, what mark does he have?

A. Ike.

Q. What other mark does he put on the cotton?

A. Ally.

Q. Is that the name of his children?

A. Yes, sir.

Q. Does the old lady, Mrs. Steinhardt, give any personal attention to that store? Does she conduct that large store in person?

A. No, I don't think she does. I cannot tell.

Q. Have you ever seen her there about the store managing it, buying cotton, &c.?

A. No, sir.

Q. Who seems to do that?

A. Mr. Cohn & Mr. Fisher.

Q. Who seems to be the ruling spirit about that store, or seems to control it or boss it?

866 A. I suppose Mr. Cohn is the man in charge of the business.

Q. Does he exercise a controlling spirit over that store, or does he consult any one about the business? Have you known him to defer to any one else about buying & selling concerning the business of that store?

A. I cannot tell you. That is impossible for me to answer.

Q. Who were they shipping cotton to this fall?

A. That is more than I can tell.

Q. Do you know anything about the purchase of any property here by Simon Cohn since his failure?

A. No, sir.

Q. Do you know of his marking any bargains with any one for the purchase of property since his failure?

A. No, sir; not personally.

Q. Do you know of his purchasing of this property on the corner?

A. I heard of his buying of this property on the corner.

Q. Who did he make that transaction with?

A. I think that it was with Chaffe.

867 Q. Do you know of any transactions since his failure of the purchase of a stock of goods here in this town?

A. I think I recollect of one—Jim Peck.

Q. What building were those goods in at the time he bought them?

A. In the building belonging to Henrietta Steinhardt.

Q. Was that in one of the storehouses of that corner property bought from John Chaffe?

A. Yes, sir.

Q. Who had been collecting the rents of that property?

A. I don't know.

Q. Had Simon Cohn been collecting rents from the Chinaman?

A. I suppose so.

Q. Do you recollect what that transaction amounted to in dollars?

A. I do not.

Q. When was it that Peck sold out to Simon Cohn?

A. I think it was in 1884 or 1885.

Q. He was a Chinaman?

A. Yes, sir.

Q. Was that since his failure?

A. Yes, sir; I think it was in 1884, if I am not mistaken. I cannot keep the dates in my head.

868 Q. Who took charge of that business after Jim Peck sold his goods; who took charge of the store; who had control of it; who seemed to take charge of the business of that store after it had been sold by Jim Peck?

A. I think Mr. Cohn. I think Mr. Green, if my recollection serves me right, had it first.

Q. Did he buy it from Jim Peck?

A. No; Mr. Cohn bought it.

Q. After Mr. Cohn bought it who took charge of it?

A. I think Mr. Green.

Q. How long did he stay?

A. A few months.

Q. Then who took charge of it?

A. Mr. Cohn.

Q. How long after that before they moved over to the brick store?

A. Mr. Cohn was at the brick store.

Q. Were those goods carried there then?

A. No, sir; the goods were carried down to the other store. I think so, to the best of my recollection.

Q. Was Manfred Meyer at that store at that time or was Mr. Cohn?

A. I cannot tax my memory whether he was with Mr. Cohn or with the other store.

869 Q. Did not Mr. Cohn take charge of that store of Jim Peck's until Mr. Meyer went away?

A. No; I think he was down at the other store as much as he was at the little store. I have seen him at both stores.

Q. Then do I understand you to say that after buying Jim Peck's store he continued to attend to that store and the brick store?

A. Yes, sir; I have seen him at both stores. He had a clerk at the little store.

Q. Who was the clerk at the little store?

A. He had a fellow from Monticello, Mississippi. I have forgotten his name.

Q. Who seemed to be the boss in that little place?

A. Mr. Cohn.

Q. Seem to have absolute control of things in that store?

A. Yes, sir; I think so.

Q. Did he also seem to boss the other store?

A. That I cannot tell you.

Q. The brick store, I mean?

A. I don't think that he did. Mr. Meyer seemed to boss that down below.

Q. Do you know anything that passed between Mr. Cohn and Mr. Meyer?

870 A. No, sir.

Q. Didn't hear Mr. Cohn say anything about it?

A. No, sir.

Q. Nor Mr. Meyer?

A. No, sir.

Q. What became of that stock of goods when Mr. Meyer went off, who took charge of it?

A. I think Mr. Cohn took charge of it.

Q. When did Mr. Meyer leave?

A. I don't know, sir.

Q. When did he come here?

A. I don't know whether it was 1883 or 1884; 1884, I think.

Q. How long was these goods kept in the store occupied by Jim Peck after they were bought from Jim Peck?

A. Pretty close onto a year, I think.

Q. Where was the stock then carried?

A. It was carried, I think, down to the other store—down to the brick store.

Q. Have you any knowledge about the purchase of any pieces of property ostensibly in the name of Mrs. Steinhardt, though bought by Cohn?

A. No; I have no personal knowledge of any purchases of that kind.

871 Q. Do you know Mrs. Steinhardt?

A. Yes, sir; I know Mrs. Steinhardt.

Q. Does she take any actual controll of the business down at the brick store?

A. I saw her at the store sometimes for several years. She is an old lady and can't well get about, and she seems to be a cripple.

Q. Do you know anything about any deeds from J. C. Bass to Thomas J. Powell?

A. No, sir.

Q. Do you know anything about any deeds from Thos. J. Powell to Solomon Dreyfuss?

A. Yes, sir.

Q. When was that deed executed?

A. Last year.

Q. From whom did Thos. J. Powell buy that property?

A. At sheriff's sale.

Q. At what sheriff's sale?

A. J. C. Bass, I think, was the sheriff.

Q. This sale to Solomon Dreyfuss, was that a cash sale or part cash & part credit?

A. Part cash and part credit.

Q. Were there any mortgage notes given?

A. Yes, sir; two mortgage notes of one hundred and fifty dollars each.

872 Q. Has Mr. Simon Cohn ever held any of those notes?

A. Not of my knowledge. I paid cash money to T. J. Powell.

Q. You have no knowledge as to where those notes are?

A. Yes, sir; Mr. Yancy Bell holds one of them, due on the 23d.

Q. Who holds the other?

A. I don't know.

Q. Do you know Mrs. Fannie Cohn?

A. I do.

Q. Has she any means, to your knowledge?

A. Not that I know of.

Q. How long have you been knowing her?

A. I have been knowing her ever since she came to this town.

Q. Ever since she came to town?

A. Yes, sir.

Q. Have you any knowledge as to what means she has?

A. I have not.

Q. Do you know where the building is that is called Cohn's opera-house?

A. Yes, sir.

Q. Where is that building?

A. On Lake street.

Q. What town?

A. Lake Providence.

873 Q. Don't you know anything about the purchase of that property?

A. Yes, sir. I think Mr. Cohn purchased that; it was formerly the Fireman's hall.

Q. Mr. Cohn purchased from the Fireman's association?

A. Yes, sir. I think that is the way it was.

Q. Was that purchase made since his failure?

A. I think so.

Q. What other property do you know of that Mr. Cohn has purchased since his failure?

A. I don't know of any.

Q. Do you know anything about the purchase of the brick store since his failure?

A. I think that brick store was bought before his failure.

Q. Do you know Alexander Cohn?

A. Yes, sir.

Q. Did you see him here about the time the store was closed?

A. I seen him up here; yes, sir.

Q. Were you around there the day of the sale?

A. No, sir.

Q. Are you well acquainted with him?

A. Yes. I know him to say good morning and good evening.

874 Q. Do you know anything of his business matters?

A. No, sir.

Q. Did you never talk to him on — subject?

A. No, sir.

Q. Mr. Dreyfuss, was it generally known that Mr. Cohn made a pretty good thing out of his failure?

Objected to as an improper question, as one calling for hearsay testimony, and being leading — informal.

A. That was the rumor around town.

Q. That was the general rumor?

A. Yes, sir.

Q. What is it generally understood by his failure; how much money? You have heard it discussed pretty often, I expect.

Same objection as above.

A. I don't know how much, of course.

Q. About how much was it considered by the failure?

A. Some thought ten and some thought twenty and some thought thirty and some thought forty thousand dollars.

875 Q. It was generally thought that he had made a large amount of money by the failure, wasn't it?

A. Yes, sir.

Q. Do you know of his ever offering to pay any of his creditors?

A. I do not.

Q. Was not it generally understood that he was selling out, preparing for the failure for some months before the failure?

Objected to as above.

A. Well, I suppose it looked a little that way.

Q. Did not you consider that Mr. Cohn was a much wealthier man after that failure than before?

Objected to on the grounds above stated, and on the further ground that it is the opinion of the witness, and that it is irrelevant.

A. I suppose that I would have thought so, naturally.
Q. Worth more after his failure than before?
A. Yes, sir.
Q. Did you think that he made money by the failure?

876 Same objection as above.

A. That was the idea of a good many people.
Q. About what stock of goods did Mr. Cohn have before his failure, in value I mean?
A. Well, that I cannot tell.
Q. Cannot tell?
A. No, sir.

Cross-examination.

By Mr. BOATNER:

Q. Mr. Dreyfuss, did you know anything about Mr. Simon Cohn's financial condition before his failure?
A. No, sir.
Q. Did you know anything about his financial condition after the failure?
A. No, sir; nothing positive.
Q. Do you know how much of his debts he paid since his failure?
A. I do not.
Q. Have you any personal knowledge of any of these sales or purchases of property that Judge Wyly has asked you about? Were you present when they were made?
A. No, sir.

877 Q. You stated that Mr. Cohn bought the Fireman's hall. Do you know whether Mr. Cohn bought that for himself or bought it for Mrs. Steinhardt?
A. I think he bought it for Mrs. Steinhardt.
Q. Isn't it usual whenever a man fails there is a good deal of talk about it?
A. Yes, sir; there always is.
Q. Isn't the man who fails generally accused of fraud and accused of things that he is not guilty of?
A. Yes, sir; a great many times a man is accused of things that he is not even guilty of.
Q. Mr. Dreyfuss, I believe you stated awhile ago that you were doing business for your brother.
A. Yes, sir.
Q. Are you acting as agent for him?
A. Yes, sir.
Q. Are you not authorized to buy all the goods that are necessary to conduct the business?
A. Yes, sir.

Q. Such as you described as Mr. Cohn was doing for Mrs. Steinhardt?

A. Yes, sir.

Q. Did you know Mrs. Steinhardt during the lifetime of her husband?

878 A. Yes, sir.

Q. Did you know her husband?

A. Yes, sir.

Q. Was her husband reputed to be a man of means?

A. Yes, sir.

Q. Was he reputed to be a man of means at the time that Mr. Cohn married his daughter?

A. I did not know him at that time. While they were here they were reported as such. It was reported that Mr. & Mrs. Steinhardt were people of means.

Q. Mr. Dreyfuss, do you know whether or not Mrs. Steinhardt has the physical ability to superintend and conduct the mercantile business?

A. I don't think she has.

Q. She could not do it herself, could she?

A. No, sir.

Q. If Mrs. Steinhardt wanted to employ some one to look after her business—to act as her agent—there would be nothing remarkable in that, would there?

A. No, sir.

Q. Is Mrs. Simon Cohn a daughter of Mrs. Steinhardt?

A. So said.

Q. Do you know of any other heirs?

879 A. None that I know of.

Q. Does Mrs. Steinhardt reside with Mrs. Cohn?

A. Yes, sir.

Q. Was she residing with Mr. Cohn before his failure?

A. No, sir.

Q. Where was her residence then?

A. At the North. She came from the North here.

Q. After the death of her husband she came here with Mr. Cohn, didn't she?

A. Yes, sir.

Q. Now, with regard to the purchase of the goods of the Chinaman, you know that Mr. Cohn bought those goods? Were you present at the sale?

A. No, sir.

Q. Well, you said those goods were moved down to the brick store. Do you mean to say the same goods he bought to move down to the brick store?

A. I suppose the remnants were.

Q. But the business was conducted by you?

A. Yes, sir.

Q. Well, were the goods car-ied down there to the brick store or not?

A. Yes, sir.

880 Q. Mr. Dreyfuss, you stated awhile ago that some people supposed that Mr. Cohn had made so much and so much out of his failure. Have you any fact of your own knowledge upon which to base an estimate as to how much Mr. Cohn got out of the failure?

A. Of course I cannot say.

Q. Then the estimate that people made would be pure imagination?

A. Of course; yes, sir.

Q. Mr. Dreyfuss, I suppose you ship cotton, don't you?

A. Yes, sir.

Q. Do you ship for your account or your brother's?

A. For S. Dreyfuss.

Q. Do you sign for S. Dreyfuss?

A. Yes, sir.

Q. Do you sign S. Dreyfuss or S. Dreyfuss, agent?

A. S. Dreyfuss.

Q. How do you mark your cotton?

A. With "diamond Joe."

Q. Nothing wrong in that, is there?

A. No, sir; nothing at all.

Redirect examination:

Q. Have you any knowledge of the financial condition of Mrs. Harriett Steinhardt?

A. No, sir; none.

881 Q. Have you any personal knowledge of the wealth of Mr. Simon Cohn?

A. No, sir.

Q. No personal knowledge on the subject?

A. No, sir.

Q. What was the occupation of Mr. Steinhardt? You say that he died here.

A. He was not doing anything.

Q. Did he have any property here?

A. Not that I know of.

Q. She came here and remained here until his death?

A. Yes, sir.

Q. What house did he die in?

A. The house where Mr. Cohn was living?

Q. Did he have property or wealth, to your knowledge?

A. Not to my knowledge.

Q. Then what you have stated about the wealth of these parties is mere conjecture?

A. Yes, sir.

Q. You have no personal knowledge on the subject at all, have you?

A. No, sir.

By Mr. BOATNER: Mr. Dreyfuss, were these people reported to be

people of means before Mr. Cohn failed and while Mr.
882 Cohn himself was a merchant in good standing?
A. Yes, sir.

Testimony of Dan'l O'Sullivan.

DANIEL O'SULLIVAN sworn for complainants.

Direct examination by Judge WYLY:

Q. Mr. O'Sullivan, are you acquainted with Simon Cohn, Mrs. Steinhardt, and Mrs. Cohn?
A. I am.
Q. You have resided how many years in this place?
A. Well, very near eleven.
Q. Been engaged in business here?
A. Yes, sir.
Q. Did you know Simon Cohn as a merchant in Lake Providence?
A. Yes, sir.
Q. During what years was he merchandiseing here?
A. My recollection is 1876, 1878, 1879, & I think a part of 1880.
Q. What kind of business did he carry on?
A. What is known as a general merchandising business—that is, all kinds of dry goods, plantation supplies, &c.
Q. In which building did he carry on his business?
883 A. For a portion of the time in the building known as Cohn's opera house and in the Byrne's blue store and in the Cohn's brick store.
Q. What store was he occupying in 1880?
A. In the brick store occupied by Cohn as agent now.
Q. Do you know anything of the failure of Simon Cohn in 1880?
A. Yes; I know that he failed.
Q. That was the year the store was clos-d, wasn't it?
A. Yes, sir.
Q. What month was he closed up?
A. I think in December.
Q. Do you know or have you any knowledge as to the course of dealing of Simon Cohn for a few months pr-or to his failure?
A. I hardly know how to answer that question, Judge.
Q. Do you know anything of his selling goods in original packages?
A. Yes, sir. I presume you mean by original packages the packages in which he received the goods?

Judge WYLY: Yes, sir; that is what I mean.
WITNESS: Yes, sir.

Q. Was his dealing in the usual course of business or was it rather out of the usual course of business just preceeding his failure
884 a few months?
A. I cannot say it was in the usual course of business. In fact I think that for a short while preceeding his failure I think it was out of the usual course of business.

Q. Mr. O'Sullivan, was it or not publicly reported several weeks before his failure that he was disposing of his goods at a sacrafice and in original packages?

Objected to on the ground that the matters sought to be inquired of are *res inter alias acta* as to Mrs. Steinhardt and Mrs. Cohn, and on the further ground that the testimony sought to be elicited is heresay and public rumor and is not admissable in the issue in this case.

A. Yes, sir.

Q That was generally understood among the merchants in the town?

A. I don't think it was generally understood; it was understood in my neighborhood, where I am located.

Q. Did he have a large stock of goods on hand before his failure—a short time before his failure—say a month or two before?

A. Yes, sir; I think so.

885 Q. Quite a heavy stock?

A. Yes, sir; quite a heavy stock.

Q. What would you estimate his stock of goods, dry goods, groceries, produce, whiskey, boots, & shoes—what would you estimate the value of that stock of goods a few months previous to his failure?

A. I cannot estimate anything as a fact, but in my estimation I should say about twenty thousand dollars.

Q. Twenty thousand dollars' worth of goods?

A. Yes, sir.

Q. Do you know anything about the opening of a store here by Mr. Meyer?

A. I know Mr. Meyer opened a store here.

Q. About what time was that, Mr. O'Sullivan, before or after the failure?

A. Oh, before; several months before the failure.

Q. Did you see his warehouse—were you in his warehouse at any time?

A. Yes, sir.

Q. Seem to have a full stock of goods?

A. Yes, sir.

Q. Was the building a large one that he occupied?

886 A. He occupied the store now occupied by William McRae.

Q. Seemed to be well filled?

A. Yes, sir.

Q. What was the public report about that time as to the filling of that store with goods—the manner of filling it?

Objected to, first, on the ground that it is leading; second, it is not admissible in the issue involved in this case, and the same objection heretofore urged is reserved to this question as to all of the questions not specially objected to as leading and suggestive of the answer desired.

A. It was reported that a portion of the goods was a part of the stock of Simon Cohn's.

Q. Do you mean that the goods of S. Cohn had been carried to that store?

A. I don't mean that, either. I said that it was generally reported or publicly reported that the goods in Meyer's store was a portion of S. Cohn's goods.

Q. The goods in Meyer's store came from Cohn's store?

A. I did not say so. I say that it was reported that a por-
887 tion of the goods in Meyer's store was Cohn's goods.

Q. Do you know anything about the altering of the marks on goods at the landing?

A. Not that I know of.

Q. Do you know anything about the affairs of Simon Cohn? Was he a man of wealth that you know of?

A. Not that I know of.

Q. Was Mrs. Steinhardt a lady of wealth?

A. I don't know that, either.

Q. She lived here before Mr. Cohn's failure?

A. Yes, sir.

Q. Was she known to have any wealth of any consequence?

A. Not that I know of.

Q. I'll ask you whether or not, prior to the failure, if Simon Cohn was not cutting down the prices of goods—selling them exceedingly low—below the customory rates in town.

A. Yes, sir; I believe that to be a fact.

Q. Was it not understood that he was selling out at a sacrafice so as to invite purchasers?

A. Yes, sir; I believe that to be true.

Q. Do you know or have you any knowledge about the
888 goods of Simon Cohn's having been sold to other dealers or merchants or people around here in original packages from the wharf-boat?

A. No; I cannot say. That was a number of years ago—six or seven, I think. It was understood that he was selling less than cost—considerably less.

Q. Was it understood that he was selling out in bulk or in original packages to people generally?

A. Yes, sir.

Q. Mr. O'Sullivan, do you know anything about the sale of the Jim Peck store—the circumstances?

A. No, sir; I don't know anything about that.

Q. Do you know about when he sold that stock of goods out?

A. Yes, sir.

Q. And who became the purchaser?

A. Yes, sir.

Q. About what year was that?

A. He sold out in December, 1882.

Q. To whom did he sell?

A. To Mr. Cohn here.

Q. Did that business continue to be conducted in the same store?

A. Yes, sir.

889 Q. Who seemed to have charge of the business after the sale?

A. Mr. Cohn.

Q. Did he continue to administer to that business?

A. Yes, sir.

Q. Seemed to exercise control over it, as any other merchant would?

A. Yes, sir.

Q. Do you remember about what time Mr. Meyer went away?

A. Yes, sir; I do.

Q. What became of the stock of goods in the store then?

A. I think they were left in the store—that is, he became agent for them.

Q. Who became agent for them?

A. Why, S. Cohn.

Q. About what time did Meyer leave?

A. I think in 1884.

Q. What became of the goods in the Jim Peck store after Mr. Meyer had gone up to the brick store?

A. I think they were sold by Mr. Cohn.

Q. Were they continued at the Peck store or carried over to the brick store?

A. No; I think they were sold to Reinstine.

890 Q. Mr. O'Sullivan, who has charge of that brick store since Meyer moved up to the other one?

A. Mr. Cohn had charge of it.

Q. Continued the business of the store?

A. Yes, sir.

Q. Has it been a large business?

A. Quite a large business—yes, sir; the largest in town.

Q. Supplying many hands?

A. Yes, sir.

Q. Carrying full stock?

A. Yes, sir; he carries full stock.

Q. Handles much cotton?

A. Yes, sir; considerable.

Q. Mr. O'Sullivan, does the course of dealing of Mr. Cohn indicate that he has a controlling influence in that store or that some one else had the superintending?

A. I don't know how to answer that question. All I can say is that he seems to control the business. I presume that is what he is there for.

Q. Did or not Mr. Cohn, in his dealings in that store, seem to dominate that store, as if it belonged to him in every respect?

Objected to as leading & suggestive and as eliciting the opinion of the witness.

891 A. Yes, sir.

Q. What mark does Mr. Cohn put on his cotton?
A. "Ike," I think.
Q. Has he any other mark besides Ike?
A. Yes, sir; he has another mark, "Ally."
Q. Do the marks Ike & Ally indicate the names of any persons?
A. His two sons.
Q. Has he a general mark for his cotton?
A. I don't know; I have seen the name of Ike & Ally both on cotton.
Q. Do you know anything about the purchase of the opera house—"Cohn's opera house"?
A. No, sir.
Q. Or the Fireman's hall?
A. No, sir.
Q. Do you know anything about the purchase of the store at the corner?
A. No, sir.
Q. Do you know anything about the purchase of this the Gagaro property?
A. No, sir.
Q. Have you ever known Mrs. Henrietta Steinhardt to take charge of the affairs of that brick store?
A. No, sir.
892 Q. Who seems to control it; who seems to have absolute control of the business?
A. Simon Cohn; Mr. Cohn.
Q. Do you know of any shipments of goods by Simon Cohn from here prior to his failure in original packages eithe- at the wharf-boat or elsewhere?
A. There was some goods sold there, I believe.
Q. Do you know anything of this store out on Black Bayou?
A. I know of it; yes, sir.
Q. In whos- name was that store conducted?
A. John L. Martin.
Q. Who was this John L. Martin; what was his previous occupation?
A. He was a clerk for Simon Cohn.
Q. When did John L. Martin establish this business out on Black Bayou?
A. I think it was in the early part of 1881.
Q. Before or after the failure?
A. After the failure.
Q. According to public report, where did the goods come from that he started that store with?
A. According to public report, they were a portion of Cohn's goods.
Q. A portion of the goods once owned by Cohn?
893 A. Yes, sir.
Q. What had been the occupation of Mr. Martin?
A. He had clerked for Mr. Cohn.

Q. Did he have charge of the books and seem to be the confidential clerk of the house?

A. Yes, sir; he seemed to occupy the position of book-keeper and confidential clerk.

Q. Did he remain with Mr. Cohn up to the time of his failure?

A. Yes, sir.

Q. How long had he been with him?

A. He had been with him at least four years to my knowledge.

Q. How long after — Mr. Martin started this store on Black Bayou—how long after the failure I mean?

A. I don't know exactly; a very short while. Mr. Cohn's failure was in '80, and Martin started the store early in 1881.

Q. Do you know or have you any knowledge of any goods being sold in original packages to Max Stockner?

A. No, sir.

Q. Have you any knowledge of any goods having been sold to other parties?

A. Yes, sir; he sold some goods to General Sparrow. I
894 know of his having sold him some goods in original packages.

Q. What kind of goods?

A. Flour, meal, & pork.

Q. What business was General Sparrow engaged in?

A. He was engaged in planting.

Q. About what time were these goods sold to General Sparrow?

A. They were sold in December, 1880.

Q. How long before the failure?

A. Perhaps a week.

Q. Mr. O'Sullivan, was it a bad failure of Simon Cohn in 1880?

A. In commercial circles it was considered a bad failure.

Q. Did it damage the reputation of this place much?

A. I think it did.

Q. What loss do you estimate resulted to the creditors from that failure?

A. From sixty-five to seventy-five thousand dollars.

Q. Did it seem to be a total loss or was there some payments to creditors afterwards?

A. It was understood his liabilities were about seventy-five thousand dollars, and the assets after the sheriff's sale was about seven thousand dollars.

Q. What business did Mr. Simon Cohn embark in after the failure?

895 A. He embarked in no business himself.

Q. Was he around the store of Manfred Meyer much?

A. Yes, sir.

Q. Seem to be around there a good deal?

A. Yes, sir.

Q. Seem to exhibit any interest in that store and its prosperity?

A. Yes, sir; he seemed to take an interest in the business.

Q. What was the next business he embarked in?

A. The next business, I think, was the buying out of Jim Peck's store.

Q. He then took an interest in that business?

A. Yes, sir.

Q. Has he continued in business pretty much ever since?

A. He has continued in business as agent.

Q. Ever since the failure, pretty much?

A. Yes, sir; his business has been known as S. Cohn, agent.

Q. Did you ever hear Mr. Cohn say anything about the failure?

A. No, sir.

Q. Never talked with him on the subject?

A. I cannot say whether I have or not.

896 DANIEL O'SULLIVAN recalled.

Cross-examination by Mr. BOATNER:

Q. Mr. O'Sullivan, in your testimony yesterday you estimated the stock of goods which Cohn had on hand at twenty thousand dollars?

A. Yes, sir.

Q. What time did you make this estimate?

A. About the early part of November.

Q. Do you recollect the month in which his failure took place?

A. I think it was in December.

Q. You do not know whether the stock had been increased or diminished at the time of his failure?

A. No, sir.

Q. You stated that his failure—it was generally considered that his creditors lost about seventy-five thousand dollars by his failure?

A. Yes, sir.

Q. Have you any personal knowledge of the amount due by him?

A. No, sir.

Q. You make that statement, then, from general rumor and hearsay?

897 A. Report stated that his liabilities were about seventy-five thousand dollars.

Q. Do you know anything of your own personal knowledge as to the amount?

A. No, sir.

Q. Is it no uncommon thing, Mr. O'Sullivan, for a merchant to fail in consequence of overflows and bad business?

A. No, sir.

NOTE.—Objected to on the ground that it is the opinion of the witness.

Q. Do you know how much Mr. Cohn owed S. B. Newman & Co., his commission merchants?

A. I do not.

Q. Well, Mr. O'Sullivan, you stated Mr. Cohn had been selling goods in original packages. Did he make any such sale to your knowledge?

A. Yes, sir.
Q. What sales did he make to your knowledge?
A. I bought some flour myself.
Q. How much flour did you buy from him?
A. Five half barrels.
Q. Were you engaged in merchandizing at the time?
898 A. Yes, sir.
Q. Did you go to him or send to him for flour?
A. No, sir; I sent to him.
Q. Is it usual for merchants to buy less than half a dozen barrels at a time?
A. No, sir.
Q. Do you call selling flour in half barrels out of the ordinary course of business?
A. No, sir.
Q. You state that Mr. Cohn had sold General Sparrow some flour, pork, and meal.
A. Yes, sir.
Q. Was not General Sparrow quite a large planter at that time?
A. Yes, sir; he was a very large planter.
Q. Is it anything unusual for a planter to buy flour, pork, and meal by the quantity?
A. No, sir.
Q. Is it not a fact that it is customary for them to buy in large quantities?
A. Yes, sir.
Q. Are these the only instances that you know of?
A. Yes, sir.
Q. How long preceding his failure was this?
899 A. About a week.
Q. Do you know how much flour and meal and pork he sold General Sparrow?
A. I do not, sir.
Q. How do you know that he sold this purchase to General Sparrow?
A. General Sparrow told me so himself.
Q. Then you don't know of his selling any of your own knowledge?
A. No, sir.
Q. Those are the only sales that you know of, of your own personknowledge, are those five half barrels he sold to you?
A. Yes, sir.
Q. Then I understand, Mr. O'Sullivan, that you have no personal knowledge—that you know nothing about the conduct of Mr. Cohn's business?
A. No, sir.
Q. You only know by talk and general repute and rumor?
A. Yes, sir.
Q. And the statement that you made in your examination-in-chief was based on public rumor and public repute?
A. Yes, sir.

900 Q. Mr. O'Sullivan, you have stated in your examination-in-chief that Mr. Cohn appeared to dominate this business. Did he seem to take a greater interest in that business than an agent would be likely to do?

A. No, sir.

Q. Are you not conducting a mercantile business in this town as agent?

A. Yes, sir.

Q. Do you not consider that you give to that business the same attention that you would if it belonged to you?

A. Yes, sir.

Q. Do you not do so?

A. I do.

Q. Do you not control, conduct, and dominate the business as if the business had belonged to you?

A. Yes, sir.

Q. Has it not been notorious since the opening of this business that it belonged to Mrs. Steinhardt and was conducted by Simon Cohn as her agent?

A. Yes, sir.

Q. How long have you known Mrs. Steinhardt, Mr. O'Sullivan?

A. About nine years.

Q. Were you living here before her husband died?

901 A. No, sir.

Q. You did not know her husband, then?

A. No, sir.

Q. Have not Mrs. Steinhardt and her husband been reputed people of means in this community?

A. Yes, sir.

Q. Mr. O'Sullivan, have you ever had any conversation with Wood & Lee about this case?

A. No, sir.

Q. Have you had any conversation with any one representing them in this case?

A. I believe I did.

Q. With whom?

A. With a drummer. I don't know what his name is.

Q. You state, Mr. O'Sullivan, that Mr. Cohn bought out the business of a Chinaman by the name of Jim Peck. Were you present at that sale?

A. No, sir.

Q. Do you know that Mr. Cohn bought that business?

A. I don't know of my own personal knowledge.

Q. Was not that Chinaman doing business in a house that belonged to Mrs. Steinhardt?

A. Yes, sir.

902 Q. Do you know whether or not it was Mrs. Steinhardt that bought that business out instead of Mr. Cohn?

A. It was carried on in Mrs. Steinhardt's name; in my reference to Mr. Cohn in my examination-in-chief I knew him as "Cohn, agent;" that is since Cohn purchased that brick store.

Q. Then you intended to say that this purchase of the Chinaman's stock was made by Cohn, agent for Mrs. Steinhardt?

A. The business was carried on by him as agent.

Q. You do not know, then, whether Mr. Cohn has any property in business of his own?

A. No, sir.

Q. Now, was not that stock and business subsequently sold to Nathan Rhinestein?

A. Yes, sir.

Q. Then that stock of goods was not moved down to the brick store?

A. No, sir.

Q. Mr. O'Sullivan, you stated something in relation to Mr. Meyer, Manfred Myer's stock having been supposed to be taken from
903 Cohn's stock, or a big portion of it. Have you any personal knowledge of that matter?

A. No, sir; none whatever.

Q. Then all that you know upon this matter is hearsay?

A. Yes, sir.

Q. How long did Manfred Meyer remain in business here?

A. Several years; I can't say how many.

Q. Well, during the time that Manfred Meyer did business here, or rather before Mrs. Steinhardt established herself in business, did Mr. Cohn have any other interest in that business than that of a clerk?

A. None that I know of.

Q. Mr. Cohn is a man of family, is he not?

A. Yes, sir.

Q. This young man Martin that you have spoken of as having a stock of goods at Black Bayou, how long have you known him?

A. I have known him about ten years.

Q. How long had he been clerking for Cohn prior to the failure?

A. I think four years.

Q. Is he a single or married man?

904 A. He is a married man.

Q. About how much wages would a man like Mr. Martin receive for the services he rendered?

A. About seventy-five dollars per month.

Q. How long after Mr. Cohn's failure before Martin established this store at Black Bayou?

A. I cannot say, sir.

Q. Were you ever in his store there?

A. No, sir.

Q. You do not know the extent of the stock he carried?

A. No, sir.

Q. How long did he continue in business there, Mr. O'Sullivan?

A. Several years.

Q. What disposition was finally made of the business?

A. I think he was sold out.

Q. At sheriff's sale?

A. At sheriff's sale.

Q. Have you any information that Mr. Cohn had any interest whatever in that business?

A. No, sir.

Q. Did Mr. Cohn exercise any control over it in any way that you know of?

A. No, sir.

905 Q. Mr. O'Sullivan, in the conduct of the business which you carried here did not you buy goods, sign drafts, execute notes, and perform all the acts that might be necessary in the conduct of the business?

A. Yes, sir.

NOTE.—To save time and avoid repetition while the witness is giving his testimony, it is understood that the objections urged heretofore apply to all answers where the opinions of the witness are given, and complainants object to rumors and opinions expressed by the witness as to what he thinks, and counsel objects to the conjectures and conclusions of the witness as not being competent testimony.

Mr. BOATNER: Mr. O'Sullivan, you stated in your examination-in-chief that Mr. Cohn conducted his business some time before his failure in an unusually businesslike way. Was that statement made from your knowledge or based on rumor? Have you any personal knowledge about it?

A No, sir.

906 Redirect examination by Judge WYLY:

Q. Mr. O'Sullivan, was it not generally said that Mr. Cohn was selling his goods below the usual price in town here?

A. Yes, sir.

Q. Was not that currently reported in town?

A. Yes, sir.

Q. Just a few months prior to his failure?

A. Yes, sir.

NOTE.—Mr. BOATNER: The entire testimony of this witness on the part of the complainants is objected to by defendants on the ground stated in the objections heretofore urged and on the ground that the questions propounded are leading and the testimony elicited are matters of opinion and hearsay not coming within the exceptions provided by law in which this class of testimony is admissable.

Judge WYLY: Mr. Sullervan, was it not rumored several weeks before Mr. Cohn failed that he was going to fail?

907 A. Not that I know of.

Q. Never heard any rumor that he was shaky and likely to fail?

A. No, sir.

908 *Testimony of J. M. Kennedy.*

J. M. KENEDY sworn and examined on behalf of complainants.

Direct examination.

By Judge WYLY:

Q. Mr. Kenedy, I will ask you if you know anything about the failure of Simon Cohn in this parish.

A. Yes, sir; I know that he did fail.

Q. I will ask you whether or not you had any claims against him for collection about the time he failed.

WITNESS: At the time his store was closed up?

Judge WYLY: Yes, sir.

A. Yes, sir. I had charge of S. B. Newman & Compan*ie*'s business or S. B. Newman. I don't recollect which it was.

Q. Mr. Kennedy, you gave some testimony on the trial of that case of S. B. Newman *vs.* Simon Cohn?

A. Yes, sir.

Q. Will you look at that testimony and refresh your memory and give the substance of what you testified to then?

A. Well, I remember this suit. I don't remember whether
909 I wrote the petition or not. I remember getting up the attachment, I know.

Q. I will ask you whether or not Simon Cohn had been shipping any of his goods in original packages prior to the attachment.

A. All I know is what I stated there. All I know is what Mr. Cohn told me.

Q. State the substance of what you testified to.

A. I sued out the attachment for S. B. Newman & Co. and based my attachment on what I had learned from Mr. Cohn, and the evidence I gave in that suit was based upon information derived from him to the effect that he had been selling some goods direct from the wharf-boat, where they had been received, before transfer-ing them to his store. I testified in that and as follows:

Witness quoting from his former testimony.

WITNESS: "I based my testimony upon statements made to me by Mr. Cohn some two or three months previous to the insti-
910 tution of this suit, the Newman suit; that he had sold large quantities of goods to other merchants in original packages—that is, the goods were delivered from the wharf-boat having never been taken into Mr. Cohn's store; that some of these were shipped down the river from the wharf-boat to merchants in the town of "Milliken's Bend." All this has been so long ago that I have no recollection of what I testified to now, but about the time that I gave my testimony in that case these things were fresh in my mind.

Q. I will ask you, Mr. Kennedy, whether you have any knowledge of the store kept in this place by Manfred Meyer.

A. I only know he had a store here.

Q. Have you any knowledge as to how those goods were sent to this store and where they came from?

A. None in the world, sir.

Q. Have you any knowledge as to whether Simon Cohn had any residuary interest or any interest in the business conducted under the name of Manfred Meyer in any store?

911 A. In this store here, so far as I know, he had not. I have reasons to know that he did not have any.

Q. Did you ever hear Simon Cohn say that he had any interest in this business and was the actual owner of the store, or words to that effect?

A. No, sir; I never heard him say anything of that character.

Q. When Manfred Meyer was about to leave here, didn't you hear a conversation between Manfred Meyer and Mr. Cohn with regard to the goods in the brick store?

A. Yes, sir; I did. I heard one conversation between them. I don't know how long before he went away that was, Judge. I don't recollect; some little while, not very long either—a short while preceding his departure.

Q. Were you present at that interview between them?

A. Yes, sir.

Q. Will you state the substance of what Mr. Cohn said at that interview with Mr. Meyer?

912 A. Well, sir, there was an interview and Meyer was selling out the business to Mrs. Steinhardt, and Mr. Cohn was representing her as agent under a general power of attorney. It related solely and entirely to that business, and the substance of it was simply about the sale, the manner of the sale, and terms of the sale. The thing was reduced to writing. I drew up the writing myself. They gave me the terms of the sale, and I reduced them to writing.

Q. Did Mr. Cohn say to Manfred Meyer in substance that he had any interest in that matter or was proprietor?

A. No, sir.

Q. There was no conversation by them in that settlement?

WITNESS: As to who owned the store?

Judge WYLY: Yes, sir; as to what rights Mr. Cohn had in the store.

A. Yes, sir; they had a conversation. They got quite angry with each other before they got through with it.

Q. What was that contention?

A. That was about the terms of the sale. Cohn contended that Meyer had agreed to one thing and Meyer contended that he

913 had agreed to another thing. They got quite angry with each other. I don't recollect just what the conversation was. Meyer stated that the store belonged to him and until the agreement was reduced to writing, and until that was done that was his store. Cohn stated, "You have already agreed to sell the store to Mrs. Steinhardt, and that it did not make any difference whether it was reduced to writing or not, that store was Mrs. Steinhardt's."

Q. Did Mr. Cohn insist that Manfred Meyer had only been employed as clerk in that business?

A. No, sir.

Q. There was no contention on that subject?

A. No, sir.

Q. Did Mr. Cohn contend that he and Mrs. Steinhardt had an interest in that business notwithstanding it stood in Manfred Meyer's name?

A. No, sir; I did not understand his contention to be that.

Q. There was no conversation upon the subject as to the extent of Mr. Meyer's ownership, notwithstanding the title stood in his name?

914 A. No, sir; I never heard anything of that kind. If they had they did not let me hear it; they kept it to themselves.

Q. Are you certain, Mr. Kennedy, that at that interview nothing was said as to the ultimate right of Simon Cohn or Mrs. Henrietta Steinhardt to those goods or a part of those goods, notwithstanding the title stood in the name of Manfred Meyer at that time?

A. I did not understand the parties to claim that Simon Cohn or Mrs. Henrietta Steinhardt had any right to the store previous to the agreement of Meyer to sell it to Mrs. Steinhardt. The claim of Mr. Cohn, agent of Mrs. Steinhardt, to the store was based upon the agreement of Meyer to sell to Mrs. Steinhardt. The trouble was about the price, but not the terms; Cohn insisted that it was Mrs. Steindardt's store; that he had agreed to sell it to her and Meyer said it was his store.

Q. Well, now, what agreement do you refer to there when you say it was reduced to writing?

915 A. They told me that the store had been sold by Meyer to Mrs. Steinhardt, and I was called on to reduce it to writing. They gave me the terms upon which the sale was to be made and I reduced it to writing for them at their request. They paid me a fee; they both paid me a fee.

Q. Well, what was the agreement made between them as to the sale by Meyer to Mrs. Steinhardt?

A. I don't know, sir; I was not present.

Q. Did you understand that to be a written or a verbal agreement?

A. Some verbal agreement, and they wanted it reduced to writing.

Q. What did you understand was the nature of the verbal agreement anterior to the written agreement that you drew up?

A. It was the sale of the business and goods in the store by Meyer to Mrs. Steinhardt, and the written agreement was simply reducing this to writing; that was all.

Q. What did Simon Cohn contend was the verbal agreement that they were differing about?

916 A. It was as to the sale—the conditions of the sale. I don't think it amounted to very much, and I told them so. I talked a little bit plain to them, as I knew them both very well. I don't recollect the particular contention between them.

Q. Did Mr. Cohn state to you that the agreement was prior to this written agreement being made? What were the terms and conditions of the sale as detailed by him to you?

A. I can't recollect, it has been so long ago.

Q. Can't you recall any of the matters about which these gentlemen disagreed?

A. Oh, it must have been that they were contending about the terms of the sale that they disagreed about.

Q. Was there any contention about owning of the store building independ- of the stock of goods in the store?

A. I don't think there was.

Q. Well, the notes, goods, and books of the old firm of Simon Cohn, was there any discussion as to who owned them?

A. No, sir.

917 Q. Was the furniture, fixtures, or nothing of that sort discussed as to who should own them—who they belonged to?

A. I don't think there was.

Q. In this settlement you refer to, which you reduced to writing, had there not been a discussion as to who owned the property or owned the assets in the business?

A. I never heard any such discussion.

Q. No contention about that?

A. None that I heard, sir.

Q. I will ask you, Mr. Kennedy, whether or not it was understood that Mrs. Steinhardt or Simon Cohn had some interest in the matter independent of Manfred Meyer, notwithstanding the fact that the title was in his name.

NOTE.—Objected to as calling for the opinions of the witness, and therefore not admissible.

A. I cannot say what may have been or may not have been the secret understanding of the parties. There was no such understanding. If there was it was never communicated to me.

918 Q. Now, Mr. Kennedy, I will ask you from your knowledge of the matter if you did not consider at the time that Simon Cohn or Mrs. Henrietta Steinhardt had an interest in that business independent of Manfred Meyer.

NOTE.—Objected to upon the grounds heretofore urged.

A. Well, previous to that I had supposed that Mrs. Steinhardt had an interest, but that interview was calculated to dispel that opinion entirely. It was directly to the contrary.

Q. I will ask you from the impressions made upon your mind from the dealings with those parties at that time.

A. Basing conclusions upon what took place at that time, I should say she did not have any.

Q. Mr. Kennedy, I will ask you whether you know Mrs. Fannie Cohn.

A. Yes, sir; I know her.

Q. Has she any property or fortune within your knowledge?

A. I know nothing whatever about her affairs.

Q. Do you know anything about the means of Mrs. Stein-
919 hardt; have you any personal knowledge about them at the time she began the transaction with Simon Cohn as agent?

A. I don't know, Judge, whether she owned her property or not; I had never examined the records.

Q. Do you know anything about the purchase of this corner building down here by Mr. Cohn and putting the title in his name as agent for Mr. Steinhardt?

WITNESS. Which corner building? She owns two or three corner buildings here; I know she purchased them.

Q. Mr. Kennedy, do you know anything about this store that was conducted under the name of John L. Martin at Black Bayou?

A. Nothing at all.

Q. Do you know anything about a store conducted under the name John L. Martin out at the Blanks place?

A. Nothing whatever.

Q. Have you any knowledge as to where John L. Martin got the goods?

A. No, sir.

Q. Mr. Kennedy, I will ask you if it was not generally re-
920 ported here that Cohn had made a very good thing out of the failure.

NOTE.—Objected to as being hearsay and not competent or relative to any of the issues in the case.

A. It was at first, I think; but I thought afterwards that he did not make much by it.

Q. Mr. Kennedy, do you know—you were the attorney who obtained a good many judgments against Cohn, were you not?

A. Yes, sir; I know there were a good many suits brought against him.

Q. Has Mr. Cohn ever made any dividends or any payments with his creditors on those judgements, to your knowledge?

A. I know nothing except those that I had myself; he made none on those I represented.

Q. About what extent was the amount of the claims you received, including the Newman judgment, at the time you got the judgments?

A. I cannot tell you; I cannot guess; possibly within five or ten thousand dollars.

921 Q. Do you know or have you any knowledge of Mr. Cohn making a proposition to some of his creditors a short time after his failure?

A. I believe he did; I think he probably wrote letters to them proposing terms of compromise.

Q. What were the terms proposed?

A. I don't recollect.

Q. What percentage did he propose to give, as well as you recollect?

A. I don't recollect; I am not positive.

Q. Didn't he communicate the result of that offer to you, considering you were representing some of the creditors?

A. No; I don't think he did directly; I think letters were sent to me by my clients.

Q. Do you remember what propositions were made, what percentage he offered to pay?

A. No, sir; I do not.

Q. Have you been counsel for Mr. Cohn or Mrs. Steinhardt since the failure?

WITNESS: In any matters?

Judge WYLY: Yes, sir; connected with the failure or busi-
922 ness; not in any matter connected with the failure of Simon Cohn — question or with the business of Mrs. Steinhardt since.

A. Yes, sir; I have been counsel for Mrs. Steinhardt in some matters since connected with her business.

Q. Are you not her legal adviser?

A. I was for a time, sir; Captain Montgomery has charge of her business now.

Cross-examination by Mr. BOATNER:

Q. Mr. Kennedy, did not Mr. Cohn come to your office with Mr. Stockman when you were employed to take out these attachments for S. B. Newman & Co.?

A. I don't recollect his name now. I suppose the pleadings show his name; that may have been his name.

Q. Did he come as a representative of S. B. Newman?

A. Some representative of Newman, whos- name I don't recollect, came with Mr. Cohn to my office.

Q. Was not a general statement of Cohn in reference to
923 that case made to you after your employment by Newman to take the case?

A. I cannot say what the intention was on the part of Cohn in making this statement, but they were made, I think, with reference to the suit of attachments.

Q. Had you at that time taken the attachments out or were these made the basis of the attachments?

A. No, sir; it was prior to taking out the attachments, and the attachment was based upon the statement of Cohn.

Q. Was the representative of S. B. Newman & Co. present at the time these statements were made?

A. I suppose he was. It has been so long ago.

Q. Mr. Kennedy, were not means adopted to make a preferred creditor of S. B. Newman?

A. It was Mr. Cohn's desire that Newman & Co. should be paid in preference to any of the other creditors. I corresponded with the representative of S. B. Newman & Co. and their attorney in New Orleans and placed the attachments on the goods.

924 Q. Was not the debt due to S. B. Newman & Co. a very large one?

A. It was in the neighborhood of twenty-five thousand, I recollect.

Q. When did you come to this place, Mr. Kennedy?

A. I came here in September, 1872.

Q. Do you know, Mr. Kennedy, whether or not his wife was reported a person of means?

A. No, Colonel; I know nothing of it.

Q. Mrs. Cohn obtained judgment for a seperation of property from Mr. Cohn. Do you know if she acquired any property under that judgment from him?

A. No, sir; I do not.

Q. Did Cohn have any property subject to seizure and sale under the judgments of S. B. Newman & Co.?

A. Not that I know of.

Q. Was the sale of Manfred Meyer to Mrs. Steinhardt of the stock of goods, notes, accounts, etcetera, consummated in your presence?

A. Yes, sir.

Q. Do you recollect whether any of the money was paid to Meyer or not?

925 A. Yes, sir.

Q. Do you recollect the amount of the money paid to him?

A. No, sir; it was considerable.

Q. A considerable sum of money?

A. Yes, sir.

Q. And the mortgage note was delivered to him?

A. Yes, sir.

Q. Did you obtain judgment against Cohn before the sale made to Mrs. Steinhardt was consummated?

A. Oh, yes, sir.

Q. Did you make investigation, Mr. Kennedy, to ascertain if Cohn had any interest in that business?

A. Well, I made inquiry. I don't think myself that Cohn had any property.

Q. Did you have any conversation with Mr. Meyer in regard to this matter before the sale?

A. Yes, sir; I think I did.

Q. Well, did Mr. Meyer conduct himself as the owner of that business or as a mere substituted party?

A. Well, he seemed to be boss so far as I could see.

Q. When you spoke to him about seizing the business
926 of that store there did he seem to be apprehensive about it?

NOTE.—Objected to as hearsay.

A. I never spoke to him about seizing the brick store, but I did about another store here in town that he had; he said: Pitch in, go ahead; this is my property, for I paid for it."

Q. You say it was thought by some when Cohn first failed that he had made a good thing out of it, and later on he did not appear to have so much money as some men thought he had. What has been his style of living since that time? Does he appear to be a man who has considerable sums of money?

NOTE.—Counsel for complainant objects to the opinions and conclusions of the witness; it is only competent for witness to state facts within his personal knowledge.

927 Q. Do you know whether or not Mrs. Steinhardt has been obligated to obtain assistance here since she owns this business, in order to carry on business?

A. Yes, sir.

Q. Now, Mr. Kennedy, with regard to this difference between Cohn & Manfred Meyer in consummating the sale that was made to Mrs. Steinhardt, there seemed to be, you say, some disagreement as to terms of a previous verbal agreement which they had come to you to get you to reduce to writing?

A. Yes, sir; they disagreed as to what they had agreed to at that time.

Q. And when it appeared that they would not be able to arrive at any agreement did not Mr. Cohn tell Meyer that if the sale was not consummated that he would have to get out of the store and move his goods out?

A. I don't recollect whether he made that remark to him or not; they said a good deal there.

928 Q. Wasn't it that Manfred Meyer insisted that Mr. Cohn should include in the purchase a note or obligation against some one for lumber, and did not Mr. Cohn finally agree and promise that she (Mrs. Steinhardt) would take it and give him the benefit of it?

A. Yes, sir; I think so—that is, it was a debt due by J. B. Donnally or Donnally & Slater, who were planting and also carrying on the lumber business, and Meyer wanted Mrs. Steinhardt to buy it. I think that Cohn, representing her, did not want to take it. They finally agreed that Cohn should take it, and if he could collect it he would give Meyer the benefit of it.

Q. Now, Mr. Kennedy, did Mr. Cohn turn over his books and accounts to S. B. Newman & Co. and were these assets sold by the sheriff?

A. It strikes me the sheriff took his books. I don't recollect. I don't think he turned over any books to them.

929 *Testimony of Frank McGuire.*

FRANK MCGUIRE sworn on behalf of complainants.

Direct examination.

By Judge WYLY:

Q. Mr. McGuire, I will ask you how long you have resided in this place.

A. I have been living here since I came to town. I think, in the fall of 1869.

Q. I will ask you, Mr. McGuire, if you have been engaged in business here at the Purdy wharf-boat.

A. Yes, sir.

Q. In what capacity?

A. I was employed as watchman.

Q. During what time were you employed as watchman at Purdy's wharf-boat?

A. I think I went there in the fall of 1873 and remained there until about two years ago.

Q. Were you engaged at the wharf-boat about 1880, at the time of the failure of Simon Cohn?

A. Yes, sir.

Q. I will ask you whether or not, a short time prior to the failure of Simon Cohn, if Mr. Cohn did not alter or cause to be al-
930 tered some marks on goods that came for him while they were on the wharf-boat.

A. I cannot say.

Q. Do you know or have you any knowledge of any goods coming here to Mr. Cohn to be reshipped elsewhere?

A. No, sir; I never done any of the shipping. I had nothing to do with that part of the business. All I had to do was to watch the wharf-boat and the goods on it.

Q. Did you see any goods that came for Mr. Cohn shipped to Max Stockner or anywhere from the wharf-boat?

A. No, sir; I cannot say.

Q. Have you any knowledge of any goods being sent to the wharf-boat by Simon Cohn a short time before his failure?

A. I don't remember.

Q. Do you know or have you any knowledge of Mr. Manfred Meyer getting any goods from the wharf-boat that had been consigned to Simon Cohn?

A. No, sir.

Q. Do you know or have you any knowledge as to where the goods came from that were put in the store on Lake street when Manfred Meyer opened up?

931 A. I do not, sir.

Q. Do you know whether any of these goods were taken from the brick store to the store on Lake street?

A. I do not, sir.

Q. Did you see any wagons or drays taking any goods from the brick store to the store on Lake street?

A. I never paid any attention to the drays. I would see them hauling and that is all I would know about it.

Q. Did Mr. Simon Cohn ever order any of the goods on the wharf-boat turned over to Mr. Meyer or any one else that you remember?

A. If he did he would not come to me with the order.

Q. Are you certain you did not see any barrels and boxes marked "S. C." to be changed—the shipping mark to be changed—from "S. C." to "C." while on the wharf-boat?

A. I don't remember—in fact, I scarcely ever paid any attention to such things. It was out of my line of business.

Q. Who was clerking there at the wharf-boat at the time?

A. I think it was Larche Jones.
Q. Did he ever clerk on the wharf-boat?
A. Yes, sir; I think he clerked on the wharf-boat. I don't know how long.

932 PHILIP MCGUIRE sworn and examined on behalf of complainants.

Direct examination.

By Judge WYLY:

Q. Mr. McGuire, where do you reside and what has been your occupation within the last few years?
A. I reside in Lake Providence.
Q. Do you know the respondents, Simon Cohn and Mrs. Fannie Cohn and Mrs. Henrietta Steinhardt?
A. Yes, sir.
Q. Did you reside in this parish in 1880?
A. Yes, sir.
Q. And for how long prior?
A. I have been here since 1866.
Q. What occupation were you in in 1880?
A. Saloon-keeper.
Q. Do you know anything in regard to the failure of Simon Cohn?
A. I heard about it.
Q. When did that occur?
A. I don't remember what year. I didn't pay any attention to it; it didn't concern me. I know I was in town here when
933 he was closed up by merchants in New Orleans.
Q. About what time of the year was it—about what month?
A. I don't remember. I think it was in the spring—early in the spring.
Q. Do you know or have you any knowledge of the store kept in this place by a gentleman by the name of Manfred Meyer?
A. Yes, sir.
Q. Do you know or can you say whence he got his goods here with which he opened that store?
A. No, sir.
Q. Were not the goods brought from the brick store to this store on Lake street?
A. I don't know, sir.
Q. Do you know whether any marks on the goods were changed?
A. No, sir; I do not.
Q. Do you know anything about the store that John L. Martin had out on Black Bayou?
A. No, sir.
Q. Do you know where he got these goods?
A. No, sir.
934 Q. Do you know anything about the reshipping of *of* any goods by Simon Cohn just before his failure?

A. No, sir.

Q. Know anything about the purchasing of this town property here since the failure?

A. No, sir.

Cross-examination.

By Mr. BOATNER:

Q. You say you were living here at the time of Mr. Cohn's failure?

A. Yes, sir.

Q. Did he at any time shortly previous to this attachment taken out against him borrow any money from you?

A. Yes, sir.

Q. Did he pay you that money back?

A. Yes, sir.

Q. Was that before or after the attachment or failure?

A. Before, I believe.

Q. Do you recollect how much it was he owed you, Mr. McGuire?

A. I don't remember; he owed me several hundred dollars. He owed me, I think it was six or seven hundred dollars at one time.

Q. Always paid you back?

A. Yes, sir.

935 Redirect examination.

By Judge WYLY:

Q. You are an intimate friend of Simon Cohn's, are you not?

A. Yes, sir.

936 *Deed from McGuire to Steinhardt.*

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known that this day before me, Sanders D. Oliver, a notary public, duly commissioned and qualified, in and for the said parish & State and in presence of the witnesses named and undersigned, personally appeared James McGuire, a resident of said parish and State, who declared that for & in consideration of the total price & sum hereinafter set forth & payable in the manner hereinafter expressed he has bargained, sold, and delivered, & does hereby bargain, sell, assign, convey, set over, and deliver, with a full guarantee & warranty against all troubles, debts, mortgages, or other encumbrances whatever, not only against his own acts and deed-, but those of his vendors, hereby subrogating the present purchaser to all his rights of action for warranty against his vendors that he could have used himself, unto Mistress Henrietta Steinhardt, "a *feme sole*," also residing in this said parish & State, who is personally pres-
937 ent purchasing & accepting for herself and acknowledging due delivery & possession, of the following-described property, to wit:

Lots Nos. one (1) & two (2), in block No. (6) six, fronting 30 feet each on Sparrow street and running back along Second street between parallel lines one hundred and fifty (150) feet each, situated in the town of Providence, in said parish of East Carroll, State of Louisiana, being the same property purchased by this vendor from Connor McGuire, as per deed duly recorded in the recorder's office of this parish, in Notarial Book "O," folios 578, recorded June 13th, 1874:

To have and to hold the said described property, with all the rights, ways, & privileges thereto belonging, unto the said Mistress Henrietta Steinhardt, her heirs and assigns, for her and their own proper use, benefit, and behoof forever.

This sale is made & accepted for and in consideration of the total price and sum of four hundred & fifteen dollars, of which amount
938 the said purchaser has this day paid in cash the sum of two hundred & fifteen dollars, the receipt whereof is hereby acknowledged by the vendor, and for the remainder the said purchaser has this day executed her certain promissory note, payable to her own order & by her endorsed, maturing on the first day of February, A. D. 1878, for said sum of two hundred dollars, bearing eight per cent. per annum interest from date hereof until paid, and for certainty I, the said notary, have marked said note "*Ne varietur*" & dated & signed the same officially in order to identify it with this act.

Now, in order to secure the full & punctual payment of said note and the accruing interest thereon at maturity unto any holder or holders thereof, the said Henrietta Steinhardt does hereby specially mortgage & hypothecate the said described property and binds herself not to mortgage, sell, or encumber the same to the prejudice of this act.

It is hereby stipulated that in event it shall become neces-
939 sary to institute legal proceedings to enforce the payment of said note & the interest thereon the said Mrs. Steinhardt binds herself to pay the attorney's fees necessary therefor, hereby fixed at ten per cent. on said amount of principal & interest.

The mortgage certificate required by article — of the civil code of this State is hereby dispensed with by the purchaser and me, notary, held harmless for the non-production of the same at the passing hereof.

Thus done and passed at my office, in the town of Providence, parish of East Carroll & State of Louisiana, in presence of David Dryfuss and Simon Cohn, witnesses of lawful age residing in said parish, who hereto sign their names with said appearers and me, notary public, on this the seventh day of February, A. D. 1878.

JAMES McGUIRE,
HENRIETTA STEINHARDT.

Attest: S. COHN.

S. D. OLIVER, *Notary Public.*

STATE OF LOUISIANA,
Parish of East Carroll.

940 I hereby certify that the foregoing deed is duly recorded in my Notarial Book, folios 25 & 26.

[SEAL.] Given under my hand and seal of office this seventh day of February, A. D. 1878.

S. D. OLIVER,
Notary Public.

STATE OF LOUISIANA,
Parish of East Carroll.

I hereby certify the above & foregoing is a true and correct copy of the original deed filed in my office for record on the 10th of July, 1878, and duly recorded on the same day, month, and year in Notarial Book "P," on folio 667, and in Mortgage Book "P," on folio 516.

Given under my hand & seal of office this September the 25th, A. D. 1885.

[SEAL.] WM. ROUS, *Recorder.*

941 [Endorsed:] Copy of deed from James McGuire to Mrs. Henrietta Steinhardt. Wood & Lee *vs.* Simon Cohn *et al.* No. 111. Filed May 28th, 1887. J. B. Beattie, sp'l ex.

942 *Testimony of G. M. Franklin.*

G. M. FRANKLIN sworn on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mr. Franklin, do you reside in this parish?

A. Yes, sir.

Q. And have for a number of years?

A. I came here in '79.

Q. Do you know the respondents, Mr. Simon Cohn & Mrs. Fannie Cohn and Mrs. Henrietta Steinhardt?

A. Yes, sir.

Q. Mr. Franklin, were you living here at the time of the failure of Simon Cohn, Dec., 1880?

A. Yes, sir.

Q. What was the extent of that failure; was it a disastrous one or was it a small one?

A. I don't know only from what I heard. I heard it was something between seventy-five & nin-ty thousand dollars, $75,000 & $90,000.

Q. Do you know or have you any knowledge of the reshippment of any goods by Simon Cohn prior to his failure?

A. No, sir; only from what I heard; I heard rumors to that effect.

Q. You say there were rumors to that effect?

943 A. Yes, sir; I heard of them.

Q. What was that rumor about Simon Cohn's disposing of his goods prior to his failure?

A. I heard of his shipping goods from this point to different parties.

Q. That was prior to the failure, was it?

A. Yes, sir; it was about the time of the failure.

Q. Do you know of his selling out goods here in this town in the original packages at a low rate?

A. No, sir; I don't know of that, of my own knowledge.

Q. Wasn't it reported that he was selling out his stock at a very low rate?

A. I don't know, sir; there was all sorts of rumors.

Q. Do you know anything about Manfred Meyer?

A. Which; young Meyer that used to be here?

Judge WYLEY: Yes, sir.

The WITNESS: Yes; I know him.

Q. What occupation did he pursue here?

A. A merchant.

Q. About when did he come here and about how long did he continue here?

944 A. I don't know exact- when he commenced. I think he continued here about two years.

Q. What store did he take when he first came here?

A. I don't know. It was the building down there kept by McRae, on the corner.

Q. In the store now occupied by McRae?

A. Yes, sir; he had a very good store there.

Q. Did he have a large stock of goods?

A. Yes, sir; a pretty fair stock of goods.

Q. How was it reported that that store was filled up with goods?

A. I heard he bought Simon Cohn out. I never paid much attention to it, though.

Q. Was it reported that he had obtained those goods from Simon Cohn?

A. I think that was the talk; yes, sir.

Q. Who was the drayman that drayed those goods around there? Do you know?

A. No, sir; I don't.

Q. I understood you to say it was understood that the goods in that store was Simon Cohn's?

A. No; I don't know whos- they were. It was only rumored whose they were. I don't know whos- goods they were.

945 Q. I'll ask you whether it was understood that these goods were obtained by Manfred Meyer from Simon Cohn when he opened his store here.

A. I don't know whether they were Simon Cohn's goods or not. That was the rumor.

Q. Do you know that Mr. Manfred Meyer received any goods

from the wharf-boat or elsewhere about the time the store was opened?

A. I don't recollect.

Q. Was not the wear-house very considerably filled up with goods?

A. When he opened, he opened with *with* a pretty fair stock of goods.

Q. Did you ever see Simon Cohn about that store?

A. I don't know; I don't recollect.

Q. Mr. Franklin, when Mr. Cohn failed was it not generally understood that he failed for a large amount of money and made by it?

A. Well, I cannot say. I heard, you know, that he failed for a big amount of money.

Q. Was it understood that it was a pretty good thing for him, the way it was fixed up?

A. I don't recollect.

946 Q. Was there much talk about it at the time?

A. I suppose there was. I don't remember; it has been some time ago. I never paid much attention to it.

Q. Was Simon Cohn engaged ostensively as a clerk for Manfred Meyer?

A. I don't know.

Q. Do you know whether he was engaged there as clerk *as* not?

A. No, sir.

Q. Was he about the store of Manfred Meyer much?

A. I cannot say that, either.

Q. Did he seem to have any interest around there? Did he seem to stay around there pretty close, as though he had an interest there?

A. I don't recollect whether he seemed to have an interest there or not.

Q. Do you know John L. Martin?

A. Yes, sir; I know him.

Q. Was he known in this community as a man of much means prior to the failure of Cohn?

A. I cannot say, because I came here only a short time before the failure. I don't know what circumstances he was in.

947 Q. What was he doing prior to the failure of Simon Cohn?

A. I don't know.

Q. Was he not employed by Simon Cohn?

A. I cannot say whether he was or not. Well, I believe he did work for Simon Cohn awhile. I don't know how long. I think he went below here and had a store of his own somewhere.

Q. Do you know of his having a store on Black Bayou shortly after Mr. Cohn's failure?

A. He had a store there. I don't know whether it was right after the failure or not.

Q. Had he been book-keeper & clerk for Mr. Cohn prior to his failure?

A. I don't know about the book-keeping part; he worked there. I worked in the store when I first came here.

Q. Was he not clerking for Mr. Cohn up to the time of his failure, 1880?

A. I don't recollect now. He opened a store somewhere around here. I don't know whether that was before or after his failure.

948 Q. Do you know Mrs. Fannie Cohn, wife of Mr. Simon Cohn?

A. Yes, sir.

Q. Do you know whether she has any property of her own to any considerable amount, money or property?

A. I don't know whether she has or not.

Q. Do you know Mr. Max Stockner?

A. Yes, sir; I know him.

Q. Do you know whether or not he got any goods from Simon Cohn?

A. No, sir; I do not.

Q. Do you know Mr. Collman, at Milliken's Bend?

A. No, sir; I do not.

Q. You don't know that he got goods from Mr. Cohn prior to the failure?

A. No, sir.

Q. What business is Mr. Cohn engaged in now, Mr. Franklin?

A. He is in mercantile business. I think he is agent for somebody; Mrs. Steinhardt, I believe.

Q. What storehouse is he engaged in now?

A. In the brick storehouse below here.

949 Q. Is it that brick storehouse he formerly occupied before his failure?

A. Yes, sir.

Q. How long has he been engaged in business in this storehouse—since his failure, I mean?

A. I don't know; since Mr. Meyer left, I think.

Q. Was he engaged there as clerk for Manfred Meyer prior to his going away?

A. I don't know whether he was or not.

Q. What kind of business is Mr. Cohn carrying on in there now?

A. I don't know.

Q. Is it a general merchandise business?

A. Yes, sir; general merchandise business, I suppose.

Q. What is the character of merchandise he keeps, dry goods, groceries, boots & shoes?

A. Yes, sir.

Q. Is it a large or small stock?

A. I suppose he has a pretty fair stock. I seldom go in his place.

Q. Is it a large store-room?

A. Yes, sir; it is a big house.

Q. As large as any in town?

A. Yes, sir.

950 Q. Seemed to be pretty well filled up?

A. Yes, sir.

Q. From what you know of the — is it as large as any in town?

A. Yes, sir; I think it is.
Q. Is it a cash store or do they do a credit business?
A. I don't know. I suppose they do a credit business.
Q. Do they have many customers?
A. I cannot tell that.
Q. Do they advance much on the crops to the farmers?
A. I cannot say whether they do or not.
Q. Do they seem to handle much cotton?
A. Well, I cannot say about that.
Q. About how many bales in the course of a season, do you suppose?
A. I don't know.
Q. You have no idea?
A. No, sir.
Q. Who seems to be the moving spirit in that store; who seems to have absolute control of this store?
A. Mr. Cohn seemed to be the leading spirit.
Q. Does he seem to exercise control over it as if he was the owner of it?
951 A. I suppose he did. He seems to manage the business.
Q. Does he seem to dominate that store thoroughly?
A. I don't know. I seldom go about the store.
Q. Do you know the Chinaman, Jim Peck, that was here?
A. Yes, sir; I think I know him.
Q. Who did Jim Peck sell his goods to before he went away?
A. Really I don't recollect. I suppose he sold them to different parties.
Q. No; I mean when he went away and sold out his store who succeeded him there in his business in that store?
A. I don't recollect who it was.
Q. Did Mr. Cohn have any business in that store either for himself or as agent after Jim Peck sold out?
A. I believe that Mathan Rheinstine went in there after Jim Peck sold out. I think he was the man.
Q. Was there a pretty good stock of goods in that store?
A. Yes, sir.
Q. Mr. Franklin, you own a building here on Lake street?
A. Yes, sir.
Q. Will you be kind enough to state what that building is worth; what did it cost you?
952 A. Fifteen hundred dollars.
Q. How much cash and how much on credit?
A. Both; I gave my notes for the greater part of it.
Q. For how much?
A. For one thousand dollars.
Q. You gave a mortgage, a vendor's lien, on the place?
A. Yes, sir.
Q. Were there two notes?
A. Yes, sir.
Q. You executed two mortgage notes in evidence of the price?
A. Yes, sir; two notes of five hundred dollars each.

Q. Do you know or can you say whether or not Simon Cohn was directly or indirectly interested in that sale or in those notes?
A. I don't know, sir.
Q. Whether Mrs. Steinhardt had any interest in there?
A. I don't know, sir.
Q. Who holds those notes?
A. I don't know. I took up one of them the other day; I got it from Capt. Montgomery.
Q. An attorney in this place?
A. Yes, sir.
Q. Do you know from whom Capt. Montgomery got that note?
A. No, sir.
953 Q. Either as individual or as agent?
A. No, sir.
Q. How did Mr. Powell get that property?
A. He bought it at a sale.
Q. What sale was that, Mr. Franklin?
A. Godcheau & Silbernagle took the property on twelve months' bond; after the expiration of the bond they sold the property.
Q. Did Mr. Simon, either as individual or as agent, have any interest in the proceeds in the sale of that property?
A. I don't know whether he did or not.
Q. Do you know of any goods that was sold in the original packages out of the store of Simon Cohn before his failure?
A. No, sir; I heard of things of that sort, but I don't know anything about it.
Q. Was it rumored that he was selling out his goods at a great sacrafice about the time of his failure?
A. Well, I don't recollect.
Q. Hasn't it always been understood that Mr. Cohn had plenty of money since that failure?
954 A. He seems to be always getting along very well some way or other.
Q. Does he not play a very liberal game of cards?
A. No, sir; I cannot say.

Counsel for def'ts objects to the testimony of Mr. Franklin on the ground that the questions put to him are leading in form and suggestive of the answers, and on the further grounds that he has given statements of reports and rumors which are hearsay and not admissable.

No cross-examination.

Testimony of T. J. Powell.

T. J. POWELL sworn on behalf of the complainants.

By Judge WYLY:

Q. Mr. Powell, you reside in this parish, do you?
A. Yes, sir.
Q. For how long?

A. All my life.

Q. I suppose you are acquainted with the respondents, Mr. Cohn and Mrs. Cohn and Mrs. Henrietta Steinhardt?

A. Yes, sir; I know them.

Q. Known them long?

955 A. Yes, sir; ever since they came here.

Q. Did you know Simon Cohn at the time the had a store here?

A. Yes, sir.

Q. What time did he suspend business here or fail, as you remember?

A. Well, I don't recollect. I think it was '78 or '79.

Q. Was it in the winter time?

A. I think it was in the winter.

Q. Was it considered a large failure or a small failure?

A. I don't know about that.

Q. What was the extent of his business before the failure?

A. I suppose he was doing a good large business.

Q. Was it reported to be a big failure?

A. From rumor, I judge it was a big failure.

Q. Do you know or have you any knowledge as to whether or not Mr. Cohn, prior to his failure, was selling goods in original packages?

A. No, sir; I know nothing about that.

Q. Do you know or have you any knowledge of his selling goods to other places or of the shipping goods elsewhere?

A. No, sir.

956 Q. Do you know or have you any knowledge in regard to the store kept on Black Bayou by Johnnie Martin?

A. I know that he kept a store there.

Q. Did he begin keeping that store there before or after the failure of Simon Cohn?

A. That I don't remember.

Q. Where did Martin get those goods?

A. I have no idea.

Q. You have no knowledge on the subject?

A. None in the world.

Q. Have you any knowledge where the goods that were in the store that Manfred Meyer had came from when he opened here?

A. No, sir.

Q. Do you know whether any of those goods came from the brick storehouse formerly occupied by Simon Cohn?

A. I do not.

Q. Have you been spoken to by Mr. Cohn on the subject of your examination?

A. No, sir.

Q. Mr. Powell, there was a storehouse purchased from you by Mr. G. M. Franklin in November, 1885?

957 A. Yes, sir; there was.

Q. There were some notes issued for the price. What became of those notes?

A. I had one of them—the one that Mr. Franklin paid.

Q. How much?
A. Five hundred dollars.
Q. Did Mr. Cohn ever have any interest, directly or indirectly, in those notes?
A. No, sir.
Q. Did Mr. Cohn ever use those notes in St. Louis to get goods?
A. I think I loaned him one to deposit in St. Louis with D. G. Tutt & Co. I think; I am not positive about that.
Q. You loaned him one of those notes?
A. Yes, sir.
Q. Did not he have both of those notes at one time?
A. Yes, sir; he had them in his safe; he discounted one of them for me. He raised some money for me last summer.
Q. Mr. Powell, didn't Mr. Cohn have some interest, direct or remote, in that building, when you bought it?
A. No, sir; no more than you.
Q. How long after you bought the building before you sold it?
958 A. I don't remember only a short while.
Q. Look at those deeds and refresh your memory (handing witness deed).
A. I bought on 13th day of Oct., 1885, and sold it 2nd Nov., '85, I believe, the same year.
Q. It was less than thirty days, then, you held the title to that property?
A. Yes, sir.
Q. You say that those notes were put in Mr. Cohn's safe?
A. Yes, sir.
Q. How long after the sale before you put those notes in Mr. Cohn's safe?
A. I don't remember.
Q. About how long?
A. I have no recollection of about how long.
Q. Can't you come within a month or year of the time that they were put in the safe?
A. I am satisfied that it was less than a year.
Q. As a matter of fact, were not those notes very shortly after the sale put in Mr. Cohn's safe?
A. I cannot say how soon they were put in there.
959 Q. How long after those notes were put in the safe before you got this money?
A. Some time last summer.
Q. Then you had one of them discounted?
A. Yes, sir; I got him to discount one.
Q. Did I understand you to say that by discount you sold him one of the notes?
A. No, sir; I got him to discount; I did not sell it.
Q. Where did he get the money?
A. I don't know.
Q. Did you draw the money all at once?

A. I cannot say that I drew it all at once. I drew it at different times.

Q. What rate of interest did he charge you on that note?

A. He did not charge me any interest at all.

Q. How much money did he allow you on that note?

A. Four hundred and fifty dollars.

Q. You got four hundred and fifty dollars?

A. I think so.

Q. Did I understand you to say that you loaned him the other note?

A. Yes, sir; to deposit as collateral security.

960 Q. Mr. Powell, as a matter of fact, did not Mr. Cohn furnish you with a thousand dollars to make that purchase sale?

A. He did not furnish it.

Q. Did he advance Mr. Franklin any portion of it?

A. He furnished him three hundred dollars. I had seven hundred dollars and he loaned us the balance.

Q. Mr. Powell, as a matter of fact was the thousand dollars paid over at the time of the adjudication of the property to you by the sheriff?

A. My draft was given for the thousand dollars.

Q. I understand you to say you paid the sheriff by handing him Mr. Cohn's draft——

Q. On whom?

A. I don't remember, sir; a New Orleans house—Bickarn & Moor, I suppose—he was doing business with that house that year.

Q. In the purchase of the store you afterwards sold to Dreyfuss how was that paid to the sheriff?

A. I don't remember how I paid that to the sheriff now.

Q. Did you pay it in money?

A. I don't know; I have no recollection about that; I

961 don't remember whether it was in money or in drafts.

Q. I refer to the sale of the warehouse on Front street, purchased by you at sheriff's sale, and which you afterwards sold to Dreyfuss?

A. I know what you mean, but I don't remember.

Q. What price did you pay for that property?

A. Six hundred dollars, I think.

Q. It was sold to you for six hundred dollars?

A. I think so.

Q. What induced you, Mr. Powell, to make these purchases and then turn right round and sell out in such a short time?

A. Because I saw a chance to make something on it.

Q. What became of those notes that Soloman Dreyfuss gave you for that property?

A. I don't remember; there were three notes; a portion of it has been paid me. There are two of these notes out yet, I think.

Q. Have you got these notes in your possession?

A. No, sir; they are in Mr. Cohn's safe.

Q. Under what execution was this property sold by the sheriff?

962 A. I don't remember. I think it was sold for a debt of D. L. Morgan's. I am not sure. I think he bought some property on a twelve-months' credit and failed to make the payments, and the bond was forfeited and the property sold out to pay the debt.

Q. You say in the purchase of the property you sold to Franklin you paid for it in a draft of Mr. Cohn's on his merchant?

A. Yes, sir; that is my recollection about it now.

Q. Did Mr. Simon Cohn have any share or interest in that speculation?

A. No, sir; not all.

Q. How much did you say that Mr. Cohn loaned you?

A. Three hundred dollars.

Q. Didn't you have the money to make up the amount yourself?

A. No, sir.

Q. When you bought the other property how was that paid for?

A. I don't remember; I think it was paid for in cash.

Q. Where did you get the cash to make that payment?

A. I had some money. I always have a little money.

963 Q. That was only a few days after the little sale. How was it — have to borrow money to complete a sale of property you sold to Franklin, that you had four hundred and seventy-five dollars in cash to pay out at the other sale? Didn't you borrow to make up the amount of that purchase?

A. I don't remember; I may have done so.

Q. From whom did you borrow that money?

A. I don't know that I borrowed. I say that I might have done so. These things happened some time ago.

Q. You say you cannot remember whether you had four hundred and seventy-five dollars the day you sold to Dryfuss?

A. I think I had it; yes, sir.

Q. Do you say the notes you received from Mr. Dryfuss for the sale of that property are still in Mr. Cohn's safe?

A. Yes, sir; I suppose they are. I left them there.

Q. Are they still under your control?

A. Yes, sir.

964 Q. The other two notes you referred to, one of which you loaned him, what has become of that?

A. I don't know whether he has it or not or whether it has been taken up.

Q. Have you ever called on him for the return of that note?

A. No, sir; I owe him too much money now to call on him for anything.

Q. You say that Mr. Cohn had no interest in the purchase of that property you sold to Dreyfuss?

A. No, sir.

Q. Did he have control of that judgment?

A. I don't think he did. I don't see how he could have control of it. I think he was one of the parties of the suit that judgment was against.

Q. You can't say whether Mr. Tutt still holds that paper or not?

A. I don't know, sir.
Q. How much was this paper pledged to Mr. Tutt for?
A. I don't know that.
Q. Are you certain that this other paper that came from the Dreyfuss sale has not been pledged?
965 A. I don't know that it has.
Q. Has he had authority to pledge that paper?
A. He has had authority to liquidate the debt.
Q. What was the understanding about it?
A. There was no understanding about it.
Q. Did I understand you to deposit the money in the safe?
A. Yes, sir.
Q. About the same time you deposited the other paper?
A. I don't know about that.
Q. Are you certain that Mr. Cohn got no benefit from these speculations?
A. I know he did not.

Cross-examination by Mr. BOOTNER:

Q. For what purpose came you to leave these notes in Mr. Cohn's safe?
A. I wanted to put them in a place for safe keeping.
Q. You look upon that as a place for safe keeping?
A. Yes, sir.
Q. Have you known of other persons to deposit valuables in that safe?
966 A. Yes, sir.
Q. Have you been in the habit of doing business with Mr. Cohn?
A. Yes, sir.
Q. Mr. Powell, are you by any means certain that this bid of yours of a thousand dollars for that property was paid by a draft of Cohn's? Was not seven hundred dollars of it paid in cash and the balance of it, a note, three hundred dollars of it in Cohn's draft?
A. I don't remember about it. I lacked about three hundred dollars of being able to pay for it.
Q. And you borrowed the money from Mr. Cohn?
A. Yes, sir. I cannot say that I got a draft for the full amount or how it was.
Q. Do you recollect whether or not Yamer was here at the time and loaned Cohn three hundred dollars which he gave you?
A. Yes, sir. He was here the day I got the draft. I remember distinctly, now, that I got a draft for three hundred dollars.
Q. Mr. Powell, you stated that Mr. Cohn discounted those
967 notes for you. Do you mean that Cohn himself discounted the note himself, or that he got somebody else to advance the money?
A. I know that he got some body else to advance it. I told him I needed the money and he got some one else to advance it.
Q. You don't know who he got it from?
A. No, sir.

Q. You say that Mr. Cohn was at liberty to use those notes if he wanted to?

A. Yes, sir.

Q. Do you mean your relationship with Mr. Cohn was such that you were willing to trust him to that extent?

A. Yes, sir.

Testimony of F. M. Taylor.

F. M. TAYLOR sworn & examined on behalf of defendants.

The testimony of this witness is taken by consent at this time, subject to all legal objections except as to manner & form of taking the same.

Direct examination by Mr. BOATNER:

Q. Mr. Taylor, where do you reside?

968 A. I reside in the country, about six miles from here.

Q. Mr. Taylor, did you hear during the time you were here any reports with regard to Mr. Cohn selling goods at a very low price as a great bargain?

A. Yes, sir; I did.

Q. Did you go to Mr. Cohn's store with a view of making any purchases?

A. I did.

Q. State the result of your visit for that purpose.

A. Well, Mr. Cohn was not there; his man in charge said he had gone to the country. I was very anxious to buy goods cheap as I could, as I wanted to sell them on the plantation and make a profit on them. While in the store Mr. Cohn came in, but I could not trade with him. I remember distinctly that he had some pork that he was offering within fifty cents of the price, I think, that it could be delivered at here from St. Louis; he refused to sell it to me at that figure; in a short time afterward Mr. Cohn was closed

969 up; when I came in town a short time afterwards I told Mr. Cohn he was foolish not to sell me those goods; that he was closed up now and could not do it; that was about the extent of our trade.

Q. Did you propose to pay Mr. Cohn in cash?

A. It was on a running account; if I had known Mr. Cohn was going to fail I would have bought a large amount of goods; I would have made a nice speculation.

No cross-examination.

970 *Testimony of J. D. Tompkins.*

J. D. TOMPKINS sworn & examined on behalf of defendants.

Direct examination by Mr. KENNEDY:

Q. Mr. Tompkins, what is your age and occupation?

A. My age is thirty-seven; occupation—well, I suppose I might say a farmer.

Q. Mr. Tompkins, how long have you been in this parish?

A. About thirty-six years; I was born and raised here; I was out of the State about three years.

Q. Mr. Tompkins, were you engaged in business in this parish? What year was that when Meyer was in this brick store down here?

A. 1885, I believe.

Q. Were you engaged in business in those years in this parish?

A. Yes, sir.

Q. Planting?

A. Yes, sir.

Q. In your business did you ever have occasion to have any transactions or dealings with Mr. Manfred Meyer?

971 A. Yes, sir; he was in business, I think, in 1882.

Q. Where was Mr. Meyer carrying on his business then?

A. In the brick store on Levee street.

Q. Mr. Tomkins, in the business transactions you had did you deal with Mr. Meyer or Mr. Cohn at that time?

A. With Mr. Meyer.

Q. Did you have anything to do with the business carried on in the brick store?

A. I did.

Q. You contracted to do business with that store for how long?

A. I had business transactions during the years 1882 & 1883. In 1882 I had charge of this landing at Arlington.

Q. Did Mr. Meyer receive his goods through your landing?

A. Yes, sir.

Q. And shipped from your landing?

A. Yes, sir.

Q. So, then, you had his receiving and forwarding business in 1882?

A. Yes, sir.

Q. And in 1883 what was the nature of your business with him?

972 A. In 1883 I collected for him.

Q. Mr. Tompkins, in the dealings you had with Mr. Meyer who would you judge to be the owner of that store? Who, in your opinion, was the owner of it?

NOTE.—Counsel for complainants objects to any question propounded by counsel for defendants calling for the opinions or conclusions of the witness. The witness can only state facts and not give his opinions & conclusions.

A. I recognize Mr. Meyer as the owner. My dealings were engaged with him.

Q. From your connections, then, and the business transactions you have spoken of who appeared to be in control of the business of Manfred Meyer?

NOTE.—Same objection as before.

A. Mr. Meyer.

Q. Did Simon Cohn have any connection with it that you could see?

A. Not that I could see, sir.

973 Q. Mr. Tompkins, are you acquainted with Mrs. Henrietta Steinhardt?

A. Yes, sir.

Q. She is an old and fe-ble woman, isn't she?

NOTE.—Objected to as leading.

A. Yes, sir.

Q. What aged lady is she, apparently?

A. Between seventy & eighty, I think.

Q. What is her physical condition?

A. She is a cripple and not able to walk.

Q. Mr. Tompkins, considering her age and physical condition, is she capable of attending to business?

NOTE.—Counsel for complainants objects, for foregoing question is calculated to elicit the opinions and conclusions of the witness.

A. No, sir.

Q. Mr. Tompkins, what was the general understanding in regards to Mrs. Steinhardt being a woman of means?

974 NOTE.—Counsel for complainants objects to Mrs. Steinhardt proving her financial condition by any parole testimony of the witness as to what his belief is *and* to her means, and counsel for complainants insists that the witness can only testify to facts within his knowledge.

A. I always understood that she had plenty and was wealthy.

Q. Did you know Simon Cohn?

A. Yes, sir.

Q. Know him well?

A. Yes, sir.

Q. What is his character for peace and quietness? Is he a man to be feared?

NOTE.—Counsel for complainants objects to question and answer upon the ground that it is not responsive to any of the issues involved in this controversy; that whether Simon Cohn be a quiet man or a turbulent one is matter entirely foreign to the issue of this case.

975 A. I always regarded him as a very peaceful man, perfectly harmless.

Q. Do you think any man in the wourld would be deter-ed for one moment from giving any testimony at all in this case for fear of Simon Cohn?

NOTE.—Counsel for complainants objects upon the ground that the question is wholly incompetent and that defendants have no right to call for the opinions and conjectures of the witness, especially in regards to the deportment of Simon Cohn, whether he is good-tempered or bad-tempered.

A. I certainly did not.

Q. From what you know of him, Mr. Tompkins, is not he about as harmless as a dove?

NOTE.—Same objection as before.

A. Yes, sir.

Q. How far is the Henderson plantation from the town of Lake Providence?

A. It is about 27 miles.

976 Cross-examination by Judge WYLY:

Q. Mr. Tompkins, where were you residing and doing business in the fall of 1880?

A. I was on the Henderson plantation.

Q. Were you not on the same place in 1881?

A. Yes, sir.

Q. Mr. Tompkins, I will ask you if you were not very busily engaged during that period in superintending a large plantation.

A. Yes, sir.

Q. I will ask you if you did not stay there almost all the time and very seldom came to Lake Providence. Considering, Mr. Tompkins, that your were actively engaged during 1880 and 1881 supervising the business of that large plantation, twenty-seven miles from Lake Providence, I will ask you if you had any means of knowing the transactions of Simon Cohn and Manfred Meyer and John L. Martin during those years.

977 A. Except through hearsay; more through hearsay than anything else.

Q. You were not in the neighborhood of Lake Providence often enough to know anything about the transactions of those parties during the period referred to?

A. No, sir.

Q. When you had business with Manfred Meyer in 1882 & 1883 at the landing is it not a fact that Mr. Purdy was carrying on the landing at Greenville or elsewhere?

A. Yes, sir; he was carrying on the landing business at Greenville and at Vidalia.

Q. Mr. Purdy has testified that up to the time he left there, in 1882 or 1883, he did most of the business of Manfred Meyer and Simon Cohn's business. Now, I will ask you whether you did any of the business during the time Mr. Purdy had his wharf-boat away from here.

A. I was not there at the time.

978 Q. I will ask you, Mr. Tompkins, whether or not Simon Cohn purported to be acting as clerk for Manfred Meyer in 1882 & 1883.

A. No, sir; he did not.

Q. It has been reported here by other witnesses that Simon Cohn was clerking for Manfred Meyer during 1882 & 1883. Is that report correct?

A. From my knowledge of it I do not think it is correct.

Q. Mrs. Henrietta Steinhardt has testified that her son-in-law, Simon Cohn, was clerking for Manfred Meyer during the period referred to; is that correct?

A. I do not think he did.

Q. Have you sufficient knowledge to enable you to deny the correctness of that statement by Mrs. Steinhardt? Do you know anything to the contrary?

A. I am not positive she was mistaken. I do not know whether he was or not.

Q. Your knowledge of Simon Cohn's affairs was not sufficient in 1882 & 1883 to enable you to contradict the statement of Mrs.
979 Steinhardt that he was clerking for Manfred Meyer during that period, is it?

A. I don't know that I have contradicted her statement. I have no reason to believe that he was clerking for him during that time. I do not know it.

Q. I understand, Mr. Tompkins, all you know is that in your transactions Manfred Meyer seemed to be boss?

A. Yes, sir; he acted as boss with me. It is so long since he has been out of the business. He paid me for my services that I rendered him while he had charge of the corner store. He went into business, I believe, in New Orleans.

Q. You say that Mrs. Steinhardt was wealthy. From whom did you obtain that information?

A. I heard it from a great many people. I cannot remember now who I heard it from. It was common report about the time she moved here. It was common report that Mr. Cohn's mother-
980 in-law was wealthy. It was supposed when he married Mrs. Steinhardt's daughter that he married a wealthy woman, but I cannot say who told me. I do not remember.

Q. Did you know Joseph Steinhardt, the husband of Mrs. Steinhardt?

A. No, sir.

Q. Have you any knowledge as to his financial standing?

A. No, sir.

Q. Have you any personal knowledge of Mrs. Steinhardt's financial ability?

WITNESS: Any personal knowledge?

JUDGE WYLY: Yes, sir.

A. No, sir.

Q. Who administered upon Joseph Steinhardt's estate?

A. I do not know, sir.

Q. Was the succession opened in this parish?

A. Not that I know of.

Q. Does Mrs. Steinhardt live in the style that wealthy ladies usually live in? Does she keep her carriage and keep open house and entertain a great deal?

A. I believe she lives about as well as any lady I know of.
981 Old women like her are not engaged in such entertaining a great deal.

Q. Does she make much display of her wealth?

A. I think she lives well; she lives with Mr. Cohn, or he lives with her. I know they live together.

Q. Simon Cohn lives in pretty good style, doesn't he?

A. Yes, sir.

Q. Has not Simon Cohn kept up his usual style of living since his failure?

A. I don't know whether it is Simon Cohn or Mrs. Steinhardt who keep up the house around there where they live.

Q. Does the establishment seem to be an extensive one they are keeping up?

A. No, sir; it is not a very extensive one or expensive, either.

Q. Don't they live in as good style in that house as any house in town?

A. Just about.

Q. So the establishment where Mrs. Steinhardt resides is apparently kept up in a first-class condition?

A. Yes, sir.

982 Redirect examination by Mr. KENNEDY:

Q. What do you mean by first-class condition?

A. Well, in good condition.

Q. Then you mean they simply live ordinaryly well like other people in their circumstances?

A. Just like anybody else who pretend to live at all or to have any means.

Q. Do you know whether he was clerking for Meyer or not?

A. I have no knowledge of it at all.

Q. He may have been clerking for Meyer during the years 1882 & 1883 without you having any knowledge of it?

A. Yes, sir.

Q. Have you ever seen him about the store?

A. Yes, sir; several times.

Q. After Mr. Purdy left there Mr. Larche kept the same landing that Mr. Purdy had?

A. Yes, sir.

Q. So there has been two landings here all the time?

A. Yes, sir; two landings.

Q. I believe the Arlington landing was not open in 1880?

983 A. I don't know when it was open. I came to town in the spring of 1882. I could not tell whether it was open or not in 1881.

Q. Was it carried on in 1881?

A. I went away in 1880.

Q. Was it carried on in 1881 by Sheb Powell?

A. Yes, sir; I think so.

NOTE.—Objected to as leading.

NOTE.—Mrs. Julia O'Brien, as witness on behalf of complainants, owing to her physical condition was unable to attend before the

examiner, and her examination was therefore continued to another day.

NOTE.—George Blackburn, witness on behalf of complainants, being out of town, the deputy marshal returned the subpœna not served.

984 NOTE.—Counsel for complainants now states they have been unable to complete taking all the testimony on account of the absence of the witnesses and on account of the affidavits filed by defendants, and the examination of the witnesses of Lake Providence has been so much delayed that it is impossible for the examiner to have time to go to the parish of Tensas and take deposition which is there, and as the United States court meets shortly in Monroe the examiner was unable to remain longer at Lake Providence to take the testimony of the witnesses at this time. Counsel for complainants therefore state they are unable to proceed further with the taking of testimony at this time.

985 *Testimony of S. T. Le May.*

S. T. LE MAY sworn and examined on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mr. Le May, you have been a resident of this parish a good many years, hav'n't you?

A. I have been here since the war; a year or two before the war, I believe.

Q. You have been on the river bank quite often and around the wharf-boat, haven't you?

A. Yes, sir.

Q. I believe you keep Government gauges here, don't you?

A. Yes, sir; I am in charge of the Government water gauge here.

Q. Didn't you at one time have a public wagon to haul goods?

A. I did, sir.

Q. Do you remember what year that was, Mr. Lemay?

A. For two or three years, I believe; 1878, 1879, & 1880, I think.

Q. Do you remember the time of the failure of the large dry-goods house of S. Cohn?

A. Yes, sir; I do recollect it exactly.

Q. You remember the circumstances?

986 A. Yes, sir.

Q. Who was the drayman for Mr. Cohn?

A. A colored man by the name of Wash. Stewart. He was his principal drayman, I think; did most of his hauling.

Q. Did you frequently see him draying from the wharf-boat?

A. Oh, yes, sir; I met him very frequently hauling Mr. Cohn's goods up town.

Q. From what you could see, Mr. Cohn received a large amount of goods in 1880 and before his failure?

A. At one time Mr. Cohn received a very large amount of goods; I disremember what year it was; I think that it was 1880.

Q. About how long was this before his failure?

A. I cannot say; it was not very long, though.

Q. Did you ever notice Mr. Cohn's drayman, Wash. Stewart, hauling goods from the landing to the brick store?

A. I noticed him return with loads of boxes and barrels, because I know on one occasion saying to Stewart he must be making
987 a good deal of money, as he had full return trips as well as carrying goods up town.

Q. Did the drayman seem to be very busily occupied in draying goods at that time both ways?

A. Yes, sir. So far as I could judge he was employed all the time.

Q. Seemed to be employed the most of his time draying these goods to Cohn?

A. Yes, sir.

Q. Were any of these goods drayed to Manfred Meyer's store?

A. I don't recollect of seeing the mark of Manfred Meyer on any goods on the wharf-boat.

Q. How were these goods marked?

A. Just a part of the goods were marked S. C.

Q. Did you ascertain whether any of these goods marked S. C. were actually taken to Meyer's store; have you any knowledge upon the subject either from what you know yourself or what you heard from others?

NOTE.—Council for defendants objects to that portion of
988 the question calling for hearsay testimony, as to what the witness has heard other people say, and counsel for complainants has all through this examination sought to elicit such testimony as counsel for defendants supposes he (counsel for complainants) thinks will prejudice the mind of the court.

A. I heard this drayman say that he carried goods from the brick store to the wharf-boat. That is the only means I have of knowing anything about it, except that I saw frequently in the back yard of Meyer's store boxes with S. C. on them. They were empty boxes set aside, I think. How they came there I cannot say.

Q. In what back yard were these boxes?

A. In the back yard of Meyer's store.

Q. You say they were empty boxes, with the name of Simon Cohn on them?

A. Yes, sir.

Q. Did there seem to be quite a number of these boxes?
989 A. There seem- to be enough of them to furnish a little place with goods. I cannot say how much. I did not charge my mind particularly with it.

Q. What time was it you saw these boxes in Manfred Meyer's yard; was that after he opened business on Lake street?

A. Yes, sir; soon after he commensed business there.

Q. Do you remember about the time Manfred Meyer leased that store and began business?

A. I remember his going there, but I don't recollect the date. I think, however, it was in the year 1880.

Q. Was it or not a short time before the failure of Simon Cohn?

A. Yes, sir; it was not a great while prior to it.

Q. The same fall?

A. I think so.

Q. Up to that time did Manfred Meyer receive any packages of goods from the wharf-boat marked Manfred Meyer?

A. I recollect only one or two packages of goods from the wharf-boat that were marked Meyer. They looked to me as if the
990 boxes had been reshipped. I don't know from where.

Q. Mr. Lemay, was it not the general opinion that Manfred Meyer leased the building here and opened the storehouse and filled it with goods; that they received a stock of goods from some building placed within Lake Providence?

NOTE.—Objected to upon the ground that public rumor is not evidence and that witness must state facts within his knowledge.

A. I think the general impression was that he had received his goods through Mr. Cohn.

Q. What was the general report as to how the goods got into that store?

A. That was the impression made upon my mind anyway. I was frequently on the wharf-boat in the hauling business myself. I found but very few, if any, cases of goods, except the one or two referred to, that was marked in Meyer's name.

Q. Was not that about the time that a large amount of
991 goods came here in the name of Simon Cohn?

A. Yes, sir; it was the largest stock I ever noticed coming to the place.

Q. About what time was that?

A. That was before the time that Cohn failed; that was a short time before Meyer came here and before he opened up his business.

Q. Did you ever observe that there was an extraordinarily large stock of goods then that came in a short time before the failure of Simon Cohn?

A. Yes, sir; I have stated it was the largest stock I ever noticed coming to the place, and that was before Mr. Cohn's failure.

Q. Do I understand you to say that you noticed that Cohn's drayman was doing a considerable business in hauling goods at that time?

A. Yes, sir.

Q. That he was doing a big-er business than the other drays were?

A. Yes, sir; I don't recollect whether I said anything to Cohn about it, but I did say something to the drayman that he
992 seemed to be doing a larger business than any of the rest of us.

Q. Did you notice whether those goods that were brought back from the brick store to the wharf-boat—where the marks on those

goods had been changed or where they still retained the name of Simon Cohn on them?

A. The marks were changed. I think some went to one point and some to another.

Q. Did you understand these goods were to be reshipped elsewhere?

A. That was my understanding, sir, though they were taken to the wharf-boat for reshipment.

Q. Did you notice Simon Cohn about the store of Manfred Meyer?

A. Well, occasionally I was in there and saw Mr. Cohn in there.

Q. Seemed to be very intimate with Mr. Manfred Meyer; didn't he seem to take a large interest in that business?

A. Not when Manfred Meyer first opened he did not seem
993 to take a great deal of interest; he was there sitting around. Of course he seemed to be on intimate terms with Meyer and the house generally. I would occasionally see him sitting around there, but I don't know whether he was interested in the store or not. I would usually see him in the store-room.

Q. Who were the clerks for Manfred Meyer when he opened a store here?

A. I don't recollect the names. There was one young man who formerly clerked on the wharf-boat; another was Mr. Fisher that I had seen at the brick store. There was still another young man. He was in there a short time. I don't know his name; I don't think I got acquainted with him. There were three clerks besides Meyer himself. How long they remained there I can't say.

Q. When you say you discovered these boxes in the back yard of Meyer's store did you observe the name of Simon Cohn on them?

A. Yes, sir; they were marked S. C.

994 Q. You did not see any boxes marked M. M., did you?

A. No, sir.

Q. Have you been frequently in and out of the brick store at the time it was under the management of Simon Cohn, agent?

A. Well, sir, not very often. I would pass around there and step in occasionally, but I was not there often.

Q. While the brick store was running in the name of Manfred Meyer were you occasionally round there?

A. I was there sometimes.

Q. Do you remember to have met Simon Cohn there?

A. Yes, sir; I met him there quite often; as often as I was there myself.

Q. Did he seem to have any control in that store?

A. As far as I could see he appeared to be taking considerable interest in the store.

Q. Seemed to have authority over things generally in that store?

A. Well, sir, I can't say; I really did not notice things close enough to see.

995 Q. Was he generally in and about the store when you were there?

A. Yes, sir.

Q. What was the impression produced upon your mind in regards

to his being there? Did he seem to be simply as clerk there or as proprietor?

A. I regarded him as having an interest there, but as to saying he was boss and owner I can't say.

Q. What did you regard Mr. Meyer's position in that store?

A. Well, I scarcely know how to define his position; I thought he was in a position of—I can hardly say. A sort of superintendent generally.

Q. Who did you regard as the owner of that store?

A. I cannot say who was the actual owner of it; only I thought the business was carried on on Mr. Cohn's capital.

Q. But what arrangements were made between him and Mr. Meyer?

A. Of course I cannot say; I can't say whether Meyer was the owner or the clerk.

Q. Mr. Lemay, did you regard that failure of Simon Cohn's
996 as a *bona fide* failure or did you regard it as means of his to make money?

A. I shall have to decline to answer the question inasmuch as I don't think it right to testify on that matter. I can't answer that question; it is not for me to decide.

Q. Do you regard Mr. Cohn as having lost all his property, money, and capital on account of that failure?

NOTE.—Objected to on the ground that it is the opinion of the witness and it is not testimony, and that it is the opinion of the counsel — than of the witness; that the witness is called on to state facts and not give his opinion and conjectures.

Question withdrawn.

Q. Mr. Lemay, what is the general impression as to the failure of Simon Cohn; was it regarded as disastrous to his creditors?

NOTE.—Counsel for defendants objects to the question on the ground that general impression is not testimony nor has it
997 been shown or attempted to be shown that the witness knows anything about general impressions here in town, and counsel for defendants further objects to all testimony in regards to the business of Manfred Meyer as being entirely irrelevant to the issues involved in this suit.

A. Well, I would like to understand the meaning of the word disastrous as applied to his creditors. Do you mean whether they lost money by his failure or not?

Judge WYLY: Yes, sir.

A. Yes; it was generally believed that the creditors were great losers. I don't know of my own knowledge whether this was so or not. There were circumstances connected with the failure so public that they led to believe that Simon Cohn was, to use a common expression, trying to get away with his creditors.

Q. That was the general impression as to his failure?

A. That was the general talk on the streets.

Q. I understand you to say, then, that general impression
998 was that this was the attempt on the part of Simon Cohn to try to get away with his creditors?

A. I think my answer shows that was the general impression.

Q. Where did Manfred Meyer make his home or with whom did he board when he came here to open this store?

A. Well, I can't say positively. I think he boarded at Mr. Cohn's. I think he did.

Q. Did he seem to be intimate with Mr. Cohn?

A. There seemed to be intimacy existing between him and Mr. Cohn such as we see between Jewish people generally. They are generally very intimate with each other.

Q. What has become of that clerk that was working on the wharf-boat?

A. The last I heard of him he was in New Orleans. He was originally from Natchez. His father, I think, is in Natchez now. That was my understanding about it.

999 Q. If Meyer left the brick store who seemed to be in charge of it?

A. I believe it was Simon Cohn, agent, if I am not mistaken.

Q. Did you generally observe Mr. Cohn had control of that store?

A. He had up to a short time before he sold out to Mr. Fisher, I believe.

Q. Who do you regard as the actual proprietor of that store after Meyer was there?

NOTE.—Objected to as being the opinion of the witness.

Q. Who seemed to boss it?

A. I regarded Simon Cohn as the proprietor, although he was there as agent. I understand that he received goods as an agent. Fisher appeared to be the boss of the business. Cohn did not stay about the house all the time.

Q. Did you ever see Mr. Cohn about there taking actual control of that store?

A. I have seen Mr. Cohn about there frequently, but I can't
1000 say that he took actual control. I would see him waiting on the customers. I would see him selling them some goods.

Q. What has become of Wash. Stewart?

A. He is in Indiana somewhere, I think, sir; at least I heard he was.

Q. Do you think of Manfred Meyer had b-ought a large stock of goods here with him when he came here and if they had been consigned to him that you would be likely to have some knowledge of it, being in the transfer business yourself at that time?

A. I think very likely I would have noticed such a thing.

Q. I believe you stated you never used to see boxes with his name on them at the wharf-boat?

A. Only one or two packages.

Q. And they looked like they had been reshipped?

A. Yes, sir.

NOTE.—Counsel for defendants objects to all the testimony
1001 of this witness in regards to the business of Manfred Meyer as having no relevancy to the issues involved in this suit, as he understands the object and purpose of this suit is to subject certain property claimed by Mrs. Steinhardt to the judgments of complainants, and all the property and effects not claimed by her and existing prior thereto is in no way involved in this suit.

1002 Cross-examination by Mr. KENNEDY:

Q. Mr. Le May, are you acquainted with Mrs. Steinhardt?
A. Yes, sir.
Q. She is an old and fe-ble lady, is not she?
A. She is old and not very strong or active.
Q. I believe she is crippled, is she not?
A. Yes, sir.
Q. Mr. Le May, can you recollect of a fire that occurred here in September, 1878?
A. I don't recollect the month, but I recollect the fire you refer to.
Q. It was during the quarentine, wasn't it?
A. Yes, sir.
Q. Do you recollect if at that fire Mr. Cohn lost several houses and a large amount of stock in those houses?
A. I recollect Mr. Cohn sustained considerable loss then. I don't know as to the amount of goods being in the stores, but I recollect he sustained considerable loss.
1003 Q. You don't know that he had a considerable stock of goods on hand?
A. I heard he had.
Q Don't you know that his houses burnt up?
A. Yes, sir.
Q. Mr. Le May, do you know whether he received a large stock of goods shortly after the fire and that he built up that place again in '79?
A. I know after Mr. Cohn came here that he received goods pretty liberally all the time; but what he received in '79, after this fire occurred, I can't say. I did not charge my memory with it, particularly as I was not doing business for Mr. Cohn.
Q. Were you running public drays at that time?
A. Yes, sir; I occasionally hauled a little goods for Mr. Cohn, but not very often.
Q. When did Mr. Cohn come here to do business?
A. I believe in '76, as well as I recollect; perhaps in '75, but I rather think it was in '76.
Q. Were you Mr. Cohn's drayman in 1880?
1004 A. No, sir; I done some hauling for him, a little.
Q. When did Mr. Cohn fail?
A. I think it was in '80, the first of '80 or thereabouts.
Q. Were you very familiar with the business of Mr. Cohn?
A. I can't say that I was, sir.
Q. Were you at all familiar with it?

A. I can't say that I was, sir, only I know he was doing business here as a merchant.

Q. I suppose that you are about as familiar with other merchants' business as you were with Mr. Cohn'-?

A. Yes, sir.

Q. You were not employed in his store, were you? Cohn's, I mean.

A. No, sir.

Q. In no way connected with it?

A. No, sir.

Q. Never saw his books, did you?

A. No, sir.

Q. Did you trade with Mr. Cohn more than with any other merchant in town?

A. No, sir.

1005 Q. How many other merchants were there in town about that time?

A. Well, five or six; there was Lucien Larche, Hays & Rous, & Nat. Murphy, and there were some others I do not recollect.

Q. Wasn't W. W. White & Co. doing business here at that time, in 1880?

A. I was thinking whether they were or not. I think it probable they were.

Q. Was J. C. Pittman & Bro. here then?

A. They were here as grocers.

Q. But they were doing business here, were they not?

A. Yes, sir; and I think Joe Collins was here.

Q. Was Mr. Derago doing business here then?

A. Yes, sir; he was doing a little grocery business.

Q. Wasn't Mrs. Steinhardt doing business here at that time?

The WITNESS: At the time of Mr. Cohn's failure?

Mr. KENNEDY: Yes, sir.

A. I think not, sir; according to my recollection I think she had quit, sir.

Q. Wasn't Mr. Dan. O'Sullivan in business here then?

1006 A. I think he was in business, but in the grocery business altogether. When I was speaking about merchants I didn't refer to those little houses. I was speaking of business houses when I said five or six.

Q. When did Manfred Meyer first open his store here?

A. I think it was in the fall of '80.

Q. Where at?

A. He opened in the house McRae is in now, at the corner of Lake & Sparrow streets, in the building formerly occupied by B. F. Therrel.

Q. Mr. Le May, how many persons did you hear say, after Manfred Meyer had opened business here, that he received invoices of goods that were brought to the city for Cohn?

A. Well, I cannot say; I don't remember the names. In fact, it was common street talk.

Q. Please name any one person who told you so, that Manfred Meyer was not receiving goods from aboard or across a wharf-boat.

A. Well, this young man who was clerking on the wharf-
1007 boat I don't recollect his name, only John. I was speaking of the boxes of goods that was there for Meyer. He said they were the boxes of goods he, Meyer, had received to open his store with.

Q. That he had received across the wharf-boat for him?

A. Yes, sir.

Q. When was this?

A. I don't remember; it was about the time Meyer came here. I did not charge my memory with it; consequently I cannot go back so far into details.

Q. This same young man, you say, was clerking for Meyer?

A. Yes, sir; he went into the store about the time Meyer came first. I don't know how long he stayed there before he went to the wharf-boat; that he was there only a short while.

Q. You say this young man left Meyer's and went to the wharf-boat?

A. That was my understanding, sir.

Q. So that this statement he made was some time after he left Meyer's employment?

1008 A. Not a very long while, but it was after he left Meyer's.

Q. Please name any other person that told you these things about Meyer.

A. I tell you I don't recollect; but it was common talk.

Q. Is this the only one you can recollect?

A. I think I have told you that often enough, Mr. Kennedy, for you to understand it, if you want to understand it.

Q. So you got your general impressions from what this one man told you? You make it your business to enquire into other men's business?

A. I do not. I don't make it my business to enquire into any man's business.

Q. How many other public drays were running in this town at the time you ran your dray?

A. I think there were four, sir.

Q. Only four?

A. Four besides mine, if I recollect aright.

Q. Did you do Manfred Meyer's hauling?

1009 A. No, sir; I hauled him a load of goods once in awhile, but not often.

Q. Did you go to his store very often?

A. Oh, about as often as I went to the stores generally in the place. I was in there once in awhile. I went in there to buy goods.

Q. Did you go to Manfred Meyer's store oftener to buy goods than you did to any other store in town?

A. No, sir.

Q. When you went to Manfred'- store did you make it your business to notice how things were conducted in and about the store?

A. I did not make it my business to notice how the business was conducted or who was there or who was not there.

Q. Can you tell me who was there when you went there? Can you recall now who was there every time you went there?

A. Oh, no; it would be a matter of impossibility, you know.

1010 Q. Did you swear, Mr. Le May, that Cohn was there every time you went to that store?

A. Oh, no. I saw Mr. Cohn there frequently, as he will bear me out himself, no doubt.

Q. Was he taking any part in the management in the business in the store when you saw him there?

A. I never saw Mr. Cohn pretending to boss the business in that store.

—. ——.

A. Well, I told you I did not. I told you I had often seen him sitting around there.

Q. Did you notice the goods of other merchants that came to this town as they came from the wharf-boat?

A. Well, I can't say that I did. I didn't pay any especial attention to anybodie's business. I often noticed the marks on the goods of merchants that I was doing business for as well as those I was not doing business with.

1011 Q. There was sometimes 100 & probably 1,000 packages on the wharf-boat at one time during the business season, wasn't there?

A. Yes, sir; a great many packages, but I don't think I have ever seen a thousand packages there at once.

Q. Mr. Le May, did you make it your business to go to the wharf-boat and examine the marks on the packages on it?

A. No, sir; I did not.

Q. Whenever a steamboat would arrive and discharge its cargo at the wharf-boat did you make it your business to examine the packages brought by her?

A. No, sir; I would occasionally look over the list.

Q. Can you tell how the goods of the other merchants in this town were marked?

A. Oh, yes; most of them—for instance, the goods for Hays & Rouse would be marked H. & R. Sometimes they would be marked with the full name.

Q. Did you notice the marks on the goods as they were hauled by other draymen to the different merchants in town?

1012 A. Well, I can't say that I did. I would generally notice the marks, though, of the goods the merchants were getting.

Q. You would casually look over the list of names, would you?

A. I mean to say that I would just incidentally notice the marks on the goods.

Q. How many steamboat landings were kept here during that time?

A. A wharf-boat and a landing at Arlington, I think.

Q. There were two landings there?

A. Yes, sir; about that time. I think Powell had his landing at Arlington.

Q. Did you make it your business to examine the ware-room of Manfred Meyer'- store?

A. I did not, sir.

Q. Did you ever make it your business to examine the premises of Manfred Meyer's store?

A. I told you I did not make it my business to examine the premises.

Q. How many times did you examine the back yard of his store?

1013 A. I cannot say that I examined it at all. I was frequently back there.

Q. Have you been through his back yard frequently?

A. Yes, sir.

Q. And when you were in his back yard you noticed these empty boxes?

A. Yes, sir.

Q. Were they piled up altogether?

A. Yes, sir.

Q. Did you examine the marks on all of them?

A. I don't know about all of them.

Q. Were the majority of the boxes placed so that the marks could be seen by a casual examination?

A. I cannot say they were, but they were plainly to be seen by myself; but the marks that presented themselves to my view was marked as I have before stated.

Q. Mr. Le May, why is it you were so particular to notice the business of Meyer and Cohn at that time?

1014 A. I tell you I was not particular; it was incidentally that I noticed it.

Q. Why is it that you so charged your memory with these little matters of detail relating to the business of two merchants of this town with whom you had no relation so as to be able to state so minutely these little details after a lapse of nearly seven years?

A. Well, I don't know how to answer the question, only these: that these incidents have been brought to my mind by the questions put to me here on the stand. Of course I have to answer to the best of my recollection, and I have only answered the questions that were propounded to me.

Q. Are you as familiar with the business of the other merchants in town here as you are of that of Mr. Cohn's & Mr. Meyer's?

A. I was about the same, I think. I was a little more
1015 familiar with the business of Hays & Rous because I did most of their work.

Q. Mr. Le May, you spoke of questions being put to you; have you been interrogated upon these matters when you were off the stand?

A. No, sir; Judge Wyly told me a few days ago that he wished my testimony in this case. I told him I would be on hand whenever called for.

Q. You did not know what kind of testimony you were to give?

A. No, sir; I did not know what I was to answer any more than you do, sir.

Q. Now, you spoke of the brick store; I want to know the extent of your knowledge of the business of the brick store when Manfred Meyer had it.

A. Well, I must say it is quite limited.

Q. What were the means of your knowledge?

A. I hardly know how to answer that question except that
1016 I was occasionally in the store; went there in the cause of business. I went there whenever my business called me there.

Q. Did you notice when you were in there particularly how that business was conducted?

A. I did not charge my memory with it particularly. I heard Meyer say that it was hi- store, and I would frequently see Mr. Cohn in the store. I would frequently see Meyer pass & repass through the store. I saw him frequently back behind the counter.

Q. That is all the knowledge you have about it?

A. Yes, sir; I did not ask any questions. It was not my business. But Meyer seemed to be in charge.

Q. So that is all the knowledge you have of the business?

A. Well, of course it is.

Q. Mr. Le May, you have stated that you are acquainted with Mrs. Steinhardt. I suppose you have known her some years?

1017 A. I have known Mrs. Steinhardt ever since she came here first; I have met her frequently.

Q. Isn't it the general impression in this community that Mrs. Steinhardt was a lady of means and wealth?

A. Well, the impression has been created upon my mind in some way that Mr. Steinhardt was a wealthy man; of course, after his death the property reverted to his wife and child, and, Mrs. Cohn being his daughter, I suppose the portion going to Mrs. Steinhardt will eventually go to her daughter; as — the means that Mrs. Steinhardt individually has, I never was advised.

Q. But the general impression is, isn't it, that Mrs. Steinhardt— that the means that she has were derived from her husband?

A. That is the way I understand it, sir.

1018 Q. Now, Mr. Le May, I will ask you if it is not generally understood that if Simon Cohn had money that he would pay his debts, and if he does not pay his debts when he has money.

A. I think Mr. Cohn is regarded as a prompt, punctual man in paying his debts; I have had some business transactions with him and he has always been punctual with me; I have no right to complain.

1019 *Testimony of Mrs. Henrietta Steinhardt.*

Mrs. HENRIETTA STEINHARDT sworn and examined on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mrs. Steinhardt, how long have you resided in Lake Providence?

A. Since about ten years.

Q. Where did you come from?

A. I used to live in Hannibal, Missouri. My husband kept a store there.

Q. When did your husband die?

A. He died on the 20th December, nine years ago, 1887.

Q. Was he engaged in business when he died?

A. Yes, sir; he was retired three years ago, before his death.

Q. Was his succession opened here? Was it administered upon?

A. No, sir.

Q. What property did he leave at the time of his death?

A. He left all his property in money.

1020 Q. How much money did he leave when he died?

A. He drew five thousand dollars in Boatman's saving-bank in Saint Louis before he came South.

Q. What other property did he have besides this five thousand dollars?

A. I got some in Quincy, Ill. I had besides that some other money at interest. I think at the time of my husband's death I was worth about two thousand dollars.

Q. Who had this money at Quincy?

A. Isaac Lesen, and I had money in Ricker's bank at Quincy. Lesen lives in Quincy.

Q. How much money did you have in that bank at Quincy? I understand you to say that you had five thousand dollars in Boatman's bank at St. Louis?

A. Yes, sir.

Q. When you came here you took that money out and brought it with you?

A. Yes, sir.

Q. You stated you had some money in the bank at Quincy?

A. Yes, sir.

1021 Q. Will you be kind enough to state how much?

A. Over five thousand dollars altogether. I had it in Ricker's bank. I took it out and put it with Isaac Lesem.

Q. What time was that money in the bank at Quincy?

A. When I bought that corner house I used that money. I drew the money from Isaac Lesem.

Q. What did you do with the money that you brought from St. Louis?

A. Well, I bought out that other property. I bought out the brick store that Manfred Meyer had.

Q. Which did you spend first, the money you brought from St. Louis or the money you had at Quincy?

A. Oh, that from St. Louis, when I got a chance to buy that corner house.

Q. How did you spend this money or dispose of that money you brought from St. Louis—this five thousand dollars?

A. I cannot recollect any more. Whenever I needed it
1022 I spent it.

Q. In what way did you invest this five thousand dollars brought from St. Louis, you say you had it when your husband died?

A. I bought that brick store with it and bou-t different things. I cannot recollect all of them.

Q. What did you pay for the brick store?

A. I don't know. I cannot recollect any more. My memory ain't good.

Q. About how much did you give for the brick store?

A. I cannot say how much I gave for it.

Q. Can you come in one thousand dollars of what you gave for it?

A. I cannot state, because I don't know any more.

Q. Who did you buy the brick store from?

A. I bought it at sheriff's sale.

Q. You mean bought the brick storehouse?

A. The brick store; yes, sir.

Q. Did you go to the sheriff's sale to buy the brick storehouse?

1023 A No, sir: I sent somebody.

Q. Who did you send?

A. I cannot say any more.

Q. You don't know who you sent?

A. No, sir; I cannot say who.

Q. Where was it bought at—what place?

A. At sheriff's sale.

Q. What sheriff's sale?

A. I don't know.

Q. When did you buy the property at sheriff's sale?

A. I cannot say how long it was.

Q. Who did you send to the sheriff's sale to buy the brick store for you?

A. I don't know, sir.

Q. Who owned the brick store before you bought it?

A. It used to be A. Cohn. He got a mortgage on it.

Q. Who did it belong to before it was sold at sheriff's sale?

A. I cannot say who it belonged to.

Q. You do not know who owned and occupied the brick store before it was sold at the sheriff's sale?

A. No, sir.

1024 Q. What was the brick store used for before the sale?

A. A dry-goods business and all sorts of goods. All those were sold at the sheriff's sale and after that the house was sold.

Q. Mrs. Steinhardt, can you remember any other investment that you made of this five thousand dollars besides this brick store that you bought?

A. I cannot recollect any investment I made after I bought the brick store.

Q. When did you draw the money out of the bank at Quincy?

A. It was—I cannot recollect, because I think it was four years since I bought the corner house, and the ballance went to pay on the brick store and the goods in the store. I could not get the store at that time. I put the three thousand ballance in the hands of H. & C. Newman.

Q. How much did you give for the corner house?

A. Thirty-five hundred.

Q. What do you mean by the corner house?

A. The Chaffe house.

1025 Q. And the ballance was three thousand you had left over?

A. Yes, sir.

Q. Where is that?

A. I took it out since then and bought some things with it.

Q. Do I understand you to say that after you bought the corner store you had three thousand left and put it in the hands of H. & C. Newman?

A. Yes, sir.

Q. Where is that three thousand dollars now?

A. After I bought out Meyer I had to get some things and I got that money.

Q. What did you give Meyer?

A. I paid Meyer—I cannot recollect any more—three thousand and something.

Q. What did you buy from Meyer?

A. I bought the stock.

Q. What stock?

A. He wanted to go away; wanted to sell out, and I took his stock.

Q. How much did he have?

A. I believe it was in the neighborhood of three thousand dollars.

1026 Q. Did you give him cash or notes?

A. I gave him cash and notes.

Q. How much cash did you give him?

A. I don't recollect.

Q. How much notes did you give him?

A. I don't know.

Q. Whose notes did you give him?

A. My notes.

Q. For how much?

A. I cannot say.

Q. What became of those notes you gave him?

A. I bought them off.

Q. When did you buy them?

A. I cannot say.

Q. How long ago since you bought those notes?
A. About three years ago.
Q. How many notes were there you gave Meyer?
A. I don't recollect.
Q. When did Meyer open a store in this town?
A. I cannot say exactly when it was; I don't know.
Q. Can you come in twelve months of the time he opened the store here?
A. No, sir; I never paid any attention to it.
Q. What induced you to buy him out?
1027 A. Because Mr. Cohn was clerking for Mr. Meyer; he was out on the street; he had nothing to live on and I had money in my name and I bought him out. I bought Meyer out and I got Mr. Cohn to attend to the business for two years, and paid Mr. Cohn a hundred & fifty dollars wages per month. I carried on the business myself. I was in the store from morning until night, until here lately; sometimes I go there now and sometimes I don't.
Q. Mrs. Steinhardt, you have stated you were in business. Do I understand you to say you were in business before you bought out Mr. Meyer?
A. No, sir.
Q. Were you not engaged in any business?
A. No, sir.
Q. Then I understand you to say that you began merchandising at the time you bought Meyer out in this town here?
A. No, sir; I had no business before I bought him out, not that I know of.
1028 Q. Did you ever engage in merchandising before you bought out Mr. Meyer?
A. No, sir.
Q. Did you ever have any interest in merchandise at any time before you bought out Mr. Meyer?
A. No, sir.
Q. Had you made any investments here with your money before you bought out Meyer?
A. Yes, sir; I bought that corner house; Mr. Meyer paid me fifty dollars per month when he was in it.
Q. You mean the brick store?
A. Yes, sir.
Q. What other investment had you made before you bought out Mr. Meyer?
A. I had not invested only in that corner house—that is, the old Chaffe house.
Q. That is what you mean by the corner store?
A. Yes, sir; then I bought out Mr. Meyer; that is all the investment I know of.
Q. Have you made any investment since you bought Mr. Meyer out?
1029 A. No, sir.
Q. What property do you own in Lake Providence?

A. I own the Firemen's hall and the corner house and the brick store.

Q. Is that all you own?

A. Yes, sir.

Q. When did you buy the Firemen's hall?

A. I cannot say when; I cannot say exactly; I don't know; I cannot recollect the day I bought the Firemen's hall.

Q. Who did you buy it from?

A. I cannot recollect the name?

Q. What did you give for the Firemen's hall?

A. It was kind of mixed. I did not give much.

Q. Did you give one thousand dollars for the whole or how much did you give?

A. I don't know.

Q. Can you come within one thousand dollars of what you gave for it?

A. No, sir.

Q. Who occupied the Firemen's hall before you bought it?

1030 A. I forget the name of the man; he is dead.

Q. What year did you buy the Firemen's hall?

A. I cannot say.

Q. Have you any knowledge on the subject of the purchase of the Firemen's hall more than the fact of the purchase?

A. No, sir.

Q. What did you do with the Firemen's hall when you bought it?

A. I just kept it for rent.

Q. There used to be a saloon in it, wasn't there?

A. Yes, sir.

Q. Who kept it?

A. Some negroes, I believe.

Q. Do you rent the saloon?

A. I got a little rent for it.

Q. Who did you rent the saloon to after you bought it?

A. It was empty for some time.

Q. You mean the saloon under the Fireman's hall?

A. Yes, sir.

Q. To whom have you since rented it?

A. To nobody.

1031 Q. Do I understand you to say that you never rented that saloon since you purchased it?

A. Yes, sir; there was some negroes in it for a short time.

Q. Who keeps the saloon now?

A. Nobody; it is empty.

Q. How long has it been unoccupied?

A. It is a long time. I still rent to different parties at different times for five dollars.

Q. How long after you had this saloon before it was rented?

A. I cannot say.

Q. Can you come within twelve months of the time?

A. No, sir.

Q. Can you say that it was rented for one month or two months or three months?

A. No, sir.

Q. Can you remember any one to whom you rented the Firemen's hall?

A. No, sir.

Q. Can you remember any one to whom you rented the saloon under the Fireman's hall?

A. No, sir.

Q. To whom did you rent the Chaffe building after you bought it?

1032 A. To Pittman.

Q. For how long?

A. I cannot say. He was here a long time.

Q. What rent did Pittman pay?

A. I believe it was forty dollars for the back store and something for the side store—sometimes fifteen dollars and sometimes twelve.

Q. You rented it to Mr. Green, did not you?

A. Yes, sir; he got the position when Mr. Pittman went out.

Q. When was that?

A. I don't know.

Q. What rent did Mr. Green pay?

A. He pays forty or thirty-five; I don't know which.

Q. How often does he pay?

A. He pays every month regularly.

Q. And the other store beside it?

A. It is not much of a place.

Q. Has Mr. Cohn any property, in your knolwedge?

A. No, sir; he has got nothing at all.

Q. Has Mrs. Cohn any property, within your knowledge?

A. No, sir.

1033 Q. Did you ever have any business transaction in town or buy any property of any account except the brick store and the Chaffe store and the Fireman's hall?

A. Yes, sir.

Q. Is that all the property you bought?

A. Yes, sir; and two little houses which I built on a lot. They were built by my husband before his death.

Q. Do you know anything about a Chinaman named Jim Peck, who once lived in this town?

A. Yes, sir; he lived in my —; he owed rent for a long time; that is all I know of it; I was obliged to take the stock for rent.

Q. What was the price you paid him for that stock?

A. I don't recollect; he owed me a good deal; he did not have much, though.

Q. How much was he owing you?

A. I cannot say.

Q. About how much?

A. I cannot say.

Q. Can you come within one hundred or five hundred of the amount he was owing you?

1034 A. No, sir.

Q. Can you come within one hundred or five hundred of the value of the property you bought from him?

A. No, sir.

Q. You have no idea what the property is worth?

A. No, sir.

Q. What did you do with the stock when you had it?

A. I gave it to Mr. Rheinstine—Nathan Rheinstine. He paid me two hundred in cash, and he ow-s me to-day.

Q. How much does he owe you?

A. I cannot say.

Q. When you say you gave the stock to Nathan Reinstine you mean you sold the stock to Nathan Reinstine?

A. Yes, sir; I sold it to him.

Q. Can you recollect the price of that sale?

A. No, sir.

Q. Can you come within one hundred or five hundred dollars of it?

A. No, sir; I cannot say.

Q. You have no idea?

A. No, sir.

Q. Do you know or have you any knowledge in regards
1035 to the failure of Simon Cohn as a merchant in this town?

A. I never bothered myself with things like that unless I was obliged to do it. I never had anything to do with that business. I got my own business to attend to.

Q. Where did you live at the time? With Simon Cohn?

A. Most of the time up North. In the winter time I came down South; in the summer time I go up North. Sometimes I go to the springs and Cooper's Wells. I was away one time for three years.

Q. Where have you made your home since your husband's death, about nine years ago?

A. Most of the time my home is here. I live with my children, because I only got one child and that is Mrs. Cohn. Mr. Cohn has a family.

Q. You have stayed here, then, most of the time since your husband's death?

A. Yes, sir.

Q. And in the summer time you go North?

A. Yes, sir.

1036 Q. The balance of the year you spend here living with your son-in-law?

A. Yes, sir.

Q. Mr. Cohn is your son-in-law, isn't he?

A. Yes, sir.

Q. You reside with him here, don't you?

A. Yes, sir.

Q. Do you spend your winters here with him?

A. Yes, sir; most of them.

Q. Do you know when he failed as — merchant?

A. I cannot say the time.
Q. About how long ago since he failed as a merchant?
A. I cannot say. I do not know, because I did not notice.
Q. Can you come within a year or five years of the time he failed?
A. No, sir.
Q. Do you know whether or not it was a bad failure?
A. I can't say. I don't know.
Q. Have you no knowledge in relation to the circumstances of his failure as — merchant in this town?
A. No, sir.
Q. Mr. Cohn failed as a merchant in December, 1880?
1037 WITNESS: You know more about it than I do.
Q. I will ask you if you have any knowledge in reference to the circumstances of that failure.
A. No, sir; I never had anything to do with it.
Q. Do you know when he ceased to act as merchant?
A. No, sir; I never paid any attention; I was not interested in the business myself.
Q. Do you know when he began to clerk here in this town?
A. Yes, sir; I know that he began to clerk for Mr. Meyer.
Q. What year was that?
A. I cannot tell you.
Q. About how long ago?
A. I cannot say.
Q. Can you come within one or five years of the time?
A. No, sir; I cannot say.
Q. How long did he clerk for Mr. Meyer?
A. I don't know; I can't tell how long; when Mr. Meyer quit his store Mr. Cohn had nothing to do.
Q. Did he begin to clerk for Mr. Meyer when Mr. Meyer
1038 first opened his store?
A. Yes; but I cannot recollect when that was.
Q. How long was he clerking for Meyer?
A. I cannot say, neither.
Q. How long did Mr. Meyer have a store here?
A. I cannot say, neither; I don't know how long.
Q. Can you come within one or five years of the period?
A. No, sir.
Q. Do I understand you to say you don't know how long Mr. Cohn clerked for Mr. Meyer?
A. No, sir; I don't.
Q. Do you know what salary he got?
A. I don't know; he never told me, so I don't know.
Q. Did you know, of your own knowledge, of the situation of Mr. Cohn's affairs prior to his failure?
A. No, sir; I did not know, no more than the man in the moon; it was not my business.
Q. How did you happen to buy Mr. Meyer out?
A. Because Mr. Cohn was out on the street; he had nothing to

do any more and I was obliged to invest some money to give
1039 him a living; I paid him one hundred and fifty dollars a month.

Q. How is it you state that Mr. Cohn was out in the street out of business when you just said he was clerking for Mr. Meyer?

A. Mr. Meyer quit here and went to New Orleans.

Q. Did Mr. Meyer quit merchandising and turn Mr. Cohn off before he sold out his stock?

A. I cannot say.

Q. Well, then, if Mr. Meyer did not discharge Mr. Cohn before he sold the stock of goods, how is it you say you were induced to buy Mr. Meyer out because Mr. Cohn was on the street out of business? Please explain.

A. I say Mr. Cohn would be on the street unless I bought the business that Mr. Meyer had. If I did not do that he would be idle.

Q. What stock of goods did you carry in that store?

A. Well, almost all kinds. We got clothing and shoes and hats and everything that was necessary.

1040 Q. What was the extent of the stock you carried?

A. I cannot recollect any more.

Q. Can you come within one or five thousand of the amount of stock you carried in the store?

A. No, sir. Sometimes it was more and sometimes it was less.

Q. Average about what stock you carried?

A. I carried from five to six thousand dollars during the season.

Q. What was the character of the goods you say you had?

A. Dry-goods, clothing, shoes.

Q. Any groceries?

A. Yes, sir.

Q. About what proportion was invested in groceries and dry goods and clothing?

A. I cannot say that exactly. I have a book-keeper there.

Q. You don't know the amounts?

A. No, sir.

Q. What was the character of the business you were doing, as to cash or credit?

A. Some cash and some credit.

Q. How much goods was sold in that store each year?

1041 A. I don't know exactly.

Q. To what class of people were you selling goods on credit?

A. Nice negroes that I thought would pay for it.

Q. Were you not doing a supply business?

A. No- much; very little.

A. Did you make any advances on crops in that business?

A. Some; not much.

Q. Did you advance to these farmers—negro farmers?

A. To a few; not many; only a few.

Q. About how much are you advancing this year to negro farmers in the aggregate?

A. I cannot tell exactly.

Q. Do you know the names of any people to whom you are advancing supplies this year?

A. Yes, sir; if I look at the book.

Q. Can you mention any now that you are advancing to?

A. No; I cannot tell unless I look at the book.

Q. Do you let them have what they want to?

A. No; they can't get everything they want.

1042 Q. Do you know your customers when they come to the store to trade?

A. Some I know and some I don't.

Q. How are collections this fall?

A. Very poor.

Q. Do you get any cotton from your customers?

A. Yes, sir.

Q. Can you remember any names of any of your customers from whom you are getting cotton?

A. I cannot unless I look at the books.

Q. Do you know how many bales you are receiving from your customers this year?

A. I cannot tell exactly.

Q. Have you any knowledge of how many bales of cotton you have received from your customers so far?

A. No, sir.

Q. How many customers are you supplying this year?

A. I cannot say.

Q. Can you come within ten or one hundred dollars?

1043 A. No, sir.

Q. Have you any knowledge of how many customers you are supplying?

A. I have not got so many.

Q. Well, about how many are you supplying?

A. I cannot say.

Q. Are you advancing mules for your customers to work lots with?

A. No, sir.

Q. Are you paying rent due on lots rented by your instructions?

A. I cannot tell unless I look into the books.

Q. Are you advancing to Mr. Tom Powell this year?

A. Yes, sir.

Q. How much are you advancing to him on the crop?

A. Not much.

Q. About how much?

A. I cannot say.

Q. Can you come within one hundred or five hundred dollars of the amount you are advancing Mr. Powell this year?

A. I cannot say exactly.

Q. Can you recollect the name of any farmer you are makin- advances to this year?

1044 A. No, sir.

Q. Are those you are advancing to this year colored people or white farmers?

A. Mostly colored.
Q. How far do they reside from here?
A. Not far.
Q. Have you any customers in West Carroll parish?
A. No, sir.
Q. Do your customers reside in this parish mostly?
A. Yes, sir.
Q. Do you know the name of any plantation upon which your customers are living?
A. No, sir.
Q. Have you got any customers residing upon the lots of Henry Deason?
A. No, sir.
Q. Have you got any customers residing on Judge Montgomery's place?
A. I don't know whether I have or not. I have very little I know.
Q. Have you any customers on the Powell place?
A. Not that I know of.

Q. Have you got any customers keeping a place immedi-
1045 ately back of town belonging to H. & C. Newman?
A. No, sir.

Q. Have you any customers keeping any plantation above Lake Providence, on the river?
A. No, sir.
Q. Then I understand you to say that you have no knowledge as to the number of customers you have or the plantations on which they are living?
A. When I look at the books I can tell.
Q. Do you know how many of these customers will be able to pay out over the advances you made to them this year and how many will not be able to pay out?
A. I have to find out that when the season is over.
Q. Do you know how many bales of cotton you are to receive from your various customers this year?
A. No, sir.
Q. Do you know any of them that has turned over any cotton in settlement of their debts made to you this year?

1046 A. No, sir.

Q. Do you know whether you have received any cotton at all from your customers in settlement of the advances made by you to them this year?
A. Yes; I have received some cotton.
Q. Who have you received cotton from?
A. I can't say except I look at the books.
Q. How much cotton have you received?
A. I can't say that, neither.
Q. Can't you tell within ten bales or one hundred bales of how much you have received?
A. No, sir.
Q. How much cotton have you shipped this year?

A. I don't know, either.
Q. Who are your commission merchants?
A. Well, I will have to look at the books to see.
Q. How did you mark this cotton?
A. I marked it "Ike."
Q. Where do you ship your cotton?
1047 A. I ship my cotton to my commission merchant.
Q. Who is your commission merchant?
A. I will have to see in the books.
Q. How long have you had this commission merchant?
A. Since I have been in business.
Q. You mean since you bought out Meyer's store you have had the same commission merchant?
A. Yes, sir.
Q. Where does he do business in the State?
A. In New Orleans.
Q. Did you ever see him?
A. Yes, sir; I borrow money from him and pay him cotton on note.
Q. Whereabouts were you when you got that money on note?
A. He sent it to me.
Q. Who sent it to you?
A. My commission merchant.
Q. Did you give him any security?
A. I sent him notes.
Q. Whereabouts?
A. To New Orleans.
Q. Where does he keep in New Orleans?
1048 A. I can't say exactly where he keeps.
Q. Has your merchant got a partner?
A. I don't know.
Q. What is the general business of your merchant? What kind of business does he do?
A. He does commission business.
Q. Does he sell any *boods*?
A. I sent him cotton. He sold that and sent me my money.
Q. You don't know whether your commission merchant has a partner or not?
A. I cannot say.
Q. Is it a large house or a small house?
A. I can't tell you that, neither.
Q. You say you saw your commission merchant once?
A. No; I say I done business with him.
Q. Where did you see him?
A. In New Orleans.
Q. At his office?
A. They told me that was his place.
Q. Who told you that?
A. Mr. Levy, in New Orleans.
Q. Did you talk any business with him?

1049 A. I did not.

Q. Did you obtain any advances this year from your merchants?

A. Not much.

Q. How much did you get from your merchant?

A. I cannot recollect.

Q. Can you come within five hundred or one thousand dollars of the amount you borrowed from your merchant this year?

A. No, sir.

Q. Are you certain you borrowed anything at all from him?

A. I did not need much advance.

Q. I understand you to say that you had means enough without getting anything from your merchant?

A. Yes, sir.

Q. Well, if you had means enough of your own without getting any from him, why did you apply to your merchant for assistance?

A. I did not say I had means enough. We did not ask him for much advances, because I did not expect to make much advances.

1050 Q. Mrs. Steinhardt, when was it you saw your commission merchant?

A. I can't tell you.

Q. Was it within the last twelve months?

A. I can't say exactly.

Q. Did you ever have any conversation with your merchants?

A. Only through writing.

Q. Would you know your commission merchant if you were to see him now?

A. I don't know whether I would or not.

Q. Do you write to your merchants yourself?

A. No, sir. Sometimes I answer him through my book-keeper. I don't believe the merchant would know me if he was to see me.

Q. Who attended to your business with your commission merchant for you?

A. Most of the time I sent Mr. Cohn down.

Q. Then I understand that Mr. Cohn does all your business?

A. Yes, sir; most of it.

Q. And makes arrangements for you?

A. What little of that is done he did for me in my name.

1051 Q. I understand you to say, then, that personally you take very little interest in your business?

A. Yes, sir; I do. I was raised to business. I was with my husband twenty-five years, behind the counter.

Q. I mean to say, in making your arrangements with your merchant, you did not do it in person?

A. No, sir; I am not able to do it myself. I am too old, but ev-rything goes through my hands.

Q. Now, in renting out the property here and collecting rents, do you do it personally or through Mr. Cohn?

A. Mr. Fisher does that for me. He goes the first of the month and collects my rent and tells me who is behind.

Q. Mr. Cohn has nothing to do with that—nothing at all?

A. Mr. Fisher does that for me. I sometimes send Mr. Cohn to pay notes.

Q. Who rents out your property for you?

1052 A. Sometimes myself; *sometimes myself;* sometimes Mr. Fisher, and sometimes Mr. Cohn.

Q. Do I understand you to say that Mr. Cohn is not in the habit of collecting your rents?

A. Yes, sir; sometimes Mr. Cohn does it, but generally Mr. Fisher.

Q. What became of the money that you say was at Quincy, Illinois? You say there was some five thousand dollars in the bank at Quincy.

A. I laid it out on property. I told you I bought the corner store with it. I laid it out by paying my commission merchant.

Q. Do you know anything about a store occupied by Gillis Franklin?

A. No, sir.

Q. Do you know anything about the sale of that store by the sheriff to Thomas J. Powell?

A. No, sir.

Q. And the subsequent sale from Thomas J. Powell to G. M. Franklin?

A. No, sir.

1053 Q. Did you have any interest in that sale, directly or indirectly?

A. I did not.

Q. Did you own the notes that Fisher gave to Thomas J. Powell?

A. No, sir.

Q. It seems that about the second of November, 1885, Thomas J. Powell sold the storehouse to G. M. Franklin and got certain mortgage notes as part of the price. Now, will you state whether or not you ever held any of these notes or ever had any interest in that sale?

A. I don't know anything about that transaction; I never saw any notes.

Q. Do you know or have you any knowledge in reference to the sale made by Thomas J. Powell to Soloman Dryfous?

A. No, sir.

Q. On the twenty-third of December, 1885, of a store on Front street?

A. No, sir; I don't know anything about it.

Q. Did you ever own the notes that were given as the price of that sale?

1054 A. No, sir; never.

Q. Did you ever have any interest, directly or indirectly, in the sales of these properties by Thomas J. Powell?

A. No, sir; I don't know anything about it.

Q. In your mercantile business here where did you buy your goods?

A. I bought them where I could get them cheapest.
Q. In what city, I mean?
A. In New Orleans.
Q. You bought your goods in New Orleans?
A. Yes, sir.
Q. Did you ever get any goods in St. Louis?
A. Sometimes.
Q. Who did you buy from in St. Louis? Do you know the name of any merchant that you have been buying goods from in St. Louis within the last twelve months or prior to that time?
A. If I know the name I can't recollect.
Q. Do you remember any transactions of purch-e you made in St. Louis?
A. No, sir.
1055 Q. Do you know of any merchant or merchants from whom you bought goods in New Orleans at one time?
A. I can look at the books and find out.
Q. Do you know or can you state when and from whom you have purchased goods for your store at any time since you purchased it from Mr. Meyer?
A. I have to look in the books; then I can tell.
Q. Do you know or have you any knowledge of any lawsuits you have instituted?
A. No, sir; I do not.
Q. Do you know whether you have had to get out attachments against negroes or anybody else that you have supplied?
A. Sometimes.
Q. Who have you attached?
A. I cannot give the names, but I have attached a few, I know.
Q. Have you any knowledge as to any other suits now being filed against any one?
A. No, sir; I don't have many lawsuits. My sales mostly were for cash.
1056 Q. What did you understand this suit to be for?
A. I don't know. They tell me they were trying to prove I had no money—trying to take my property for Mr. Cohn's debts.
Q. Who did you understand has brought this suit in which we are now taking testimony?
A. I cannot say who it is.
Q. Have you no knowledge as to what this suit you are now giving testimony in is for?
A. No; I don't know who brought the suit.
Q. What parties are acting in this case?
A. I cannot say exactly, neither.
Q. I mean who are the complainants in this suit and who are the respondents or defendants?
A. I cannot say; I heard of it. I don't know why it is brought.
Q. Do you know who it is that brought this suit?
A. No, sir.
Q. You don't know what the suit is for, then?

1057 A. They told me they were trying to prove I had no money.

Q. Did Mr. Cohn have any interest in this store on Black Bayou that was kept by J. L. Martin?

A. No, sir. I don't know anything about that

Q. Who is J. L. Martin?

A. I don't know but one Johnnie Martin. He used to be a clerk in Mr. Cohn's store.

Q. Do you know whether he had a store in this parish?

A. No, sir; I do not.

Q. When did you first know him?

A. I cannot recollect. When Mr. Cohn kept a store in Beardstown he got Mr. Martin as clerk.

Q. How long did he continue in that business?

A. I cannot say any more.

Q. Did Mr. Cohn have him employed while he was in business here?

A. Yes, sir; he was clerking there.

Q. Do you know what salary he was getting?

A. No, sir.

Q. What did John L. Martin do after he quit Mr. Cohn?

1058 A. I cannot say; I did not know any more. That is hard for me to say.

Q. Do you know Mr. Kollman, at Milliken's Bend?

A. No, sir.

Q. Never saw him?

A. No, sir; I don't know him.

Q. Do you know Max Stockner?

A. Yes; I know him.

Q. Did he ever get any goods from Mr. Cohn?

A. I don't know anything about that.

Q. Have you any knowledge of the failure of Mr. Cohn here?

A. No, sir; I know nothing at all about it; I was not interested in it.

Q. Were you living at Mr. Cohn's house at the time?

A. Yes, sir; but I never paid any attention to his business.

Q. Did you ever hear him say anything about that failure?

A. No, sir; he never talked much, nohow.

Q. How did you happen to find out there was a failure?

A. I heard it from other people.

Q. Who did you hear it from?

1059 A. I can't say any more. I heard it from different people. I seen it in the papers.

Q. That he had failed?

A. Yes, sir.

Q. Were any suits brought against him?

A. I don't know anything about it.

Q. In this business of yours I understand you to say Mr. Cohn managed ev-rything.

A. Yes, sir. I gave him power. I could not do it myself because

I am very old and I am weakly. I am too old to attend to my business, so I get Mr. Cohn to do it for me.

Q. Do you allow Mr. Cohn to keep a key to the safe?

A. No, sir; when he wants any money he asks me for it.

Q. Did you authorize him to seize notes & bonds?

A. Yes, sir; sometimes I give him power to do it; sometimes I cannot sign it myself and I authorize him to do so.

Q. What is the extent of the business that you do during the course of the year?

A. I cannot say. I do not know any more.

1060 Q. How much goods & cotton do you ship in the course of a year?

A. I do not know except I look on the books. I know one season it was very good.

Q. Who ships your cotton on the steamboats for you?

A. Mr. Purdy.

Q. Do you know or have you any knowledge of how many bales you have hauled down to the steamboats to be ship-ed by Mr. Purdy?

A. No, sir.

1061 Cross-examination.

By Mr. BOATNER:

Q. Mrs. Steinhardt, what was your husband's name?

A. Joseph Steinhardt.

Q. You are a widow, are you not?

A. Yes, sir.

Q. Where did your husband live while he was in business as a merchant?

A. In Hannibal, Missouri.

Q. How long did he do business in Hannibal?

A. Oh, for a long time.

Q. How many children, Mrs. Steinhardt, have you?

A. One child.

Q. That child is Mrs. Fannie Cohn, isn't she?

A. Yes, sir.

Q. You say your husband retired from business on account of ill health?

A. Yes, sir; he got enough to live on without working; his health became bad after he had been in business so many years.

Q. He considered he had enough money for himself & you & his child?

A. Yes, sir.

1062 Q. He thought it was not necessary for him to work any longer?

A. Yes, sir.

Q. You say your husband deposited some money at the Boatman's saving- bank in St. Louis?

A. Yes, sir; ten years ago.

Q. How much money did he deposit in that bank?

A. Five thousand dollars.

Q. Well, then, before he came South with Mr. Cohn he drew that money out of the bank, you say?

A. Yes, sir.

Q. Did he die here in this town?

A. Yes, sir.

Q. Did he have money about him when he died?

A. He did.

Q. You had money in your possession besides this five thousand dollars?

A. Yes, sir.

Q. He had money in Quincy?

A. Yes, sir.

Q. Who had that money in Quincy when your husband died?

A. Isaac Lesen.

Q. How much did he have?

A. Five thousand dollars.

1063 Q. Well, now, Mrs. Steinhart, at the time of your husband's death you had, you say, in all, about ten thousand dollars?

A. Yes, sir.

Q. In actual money?

A. Yes, sir.

Q. What was the cause of your husband drawing the money out of the Boatman's savings bank?

A. Mr. Cohn thought the bank would fail & he got him to draw the money out.

Q. You gave about three thousand thre- hundred and thirty-three dollars for the brick store which was sold at sheriff's sale. Did you pay for that brick store out of that money?

A. Yes, sir.

Q. That store was not bought by Mr. Cohn for himself?

A. No, sir.

Q. You paid your own money for it?

A. Yes, sir; my own money.

Q. In May, 1882, you bought a house called the Masonic hall for thirty-five hundred dollars?

A. Yes, sir.

Q. Were you present at that sale?

A. Yes, sir.

1064 Q. You bought that house from John Chaffe & Sons?

A. Yes, sir.

Q. How did you pay Mr. Chaffe that thirty-five hundred dollars?

A. Paid him in cash out of the bank.

Q. Didn't you have at that time a check or draft from Ricker's bank on New York?

A. Yes, sir.

Q. Did not Mr. Hero, notary public, endorse that check and send it to the bank and get the money?

A. Yes, sir.

Q. And pay Mr. Chaffe out of the money that was derived from that check?

A. Yes, sir.

Q. And the balance over and above what was necessary to pay for the house he gave to you?

A. Yes, sir.

Q. And you bought this stock of goods here in town from Meyer?

A. Yes, sir.

Q. You have stated the reason you have bought those goods was that Mr. Cohn was out on the street and you wanted to give him something to do?

1065 A. Yes, sir; he would be on the streets if I had not done it.

Q. What do you mean by that?

A. He had no employment; had nothing to do, because he did not have any money; I was obliged to buy on account to give him something to do and make bread to eat.

Q. Was Mr. Meyer determined to sell out?

A. He wanted to sell out to some one.

Q. He wanted to go away?

A. Yes, sir.

Q. If he went away that would leave Mr. Cohn without employment?

A. Yes, sir.

Q. If you bought that business here Mr. Cohn had employment?

A. Yes, sir; I gave him employment; that was done so that he would have something to live on.

Q. Didn't you sign a paper for him to attend to and manage your business for you?

A. Yes, sir; I did not feel I was able to do it all the time, because sometimes I am sick and not able to do anything.

Q. Would you not naturally entrust your business to Mr. Cohn's management?

1066 A. Yes, sir; he is my son-in-law.

Q. Have you any other use for that property except to use it as a means of support for yourself and child, for your daughter and her children?

A. No, sir; just to support them.

Q. Mrs. Steinhardt, did your husband give you any instructions before his death about what you should do with his money?

A. He told me to keep it together as long as I could.

NOTE.—Objected to as hearsay.

Q. Is this Mr. Lesenr, Quincy, of any relation to you?

A. He is.

Q. Had he been allowing you any interest on the money he had in his hands belonging to you?

A. Yes, sir; he wrote me he could not allow me any interest any longer, as he had to make some other business arrangements; that was the reason I invested money in property here.

Q. You bought the Masonic hall for thirty-five hundred dollars from Chaffe & Sons?

A. Yes, sir.

1067 Q. Now, Mrs. Steinhardt, has Mr. Cohn ever invested any of his money that you know of in that business?

A. I cannot say.

Q. You have got more of his money invested in your business?

A. No, sir.

Q. How old are you, Mrs. Steinhardt?

A. I am sixty-four next July.

Q. Are you afflicted in any way with rheumatism?

A. Yes, sir.

Q. Mrs. Steinhardt, if it had not been for your son-in-law would you not be obliged to get some one to look after and attend to your business for you?

A. Yes, sir.

Q. You are physically unable to attend to your business?

A. No, sir; I cannot.

Q. You are German, are you not?

A. Yes, sir.

Q. Have you got much knowledge of the English language?

A. Somehow the questions I cannot understand good; I can understand plain talk.

Q. Mrs. Steinhardt, have you ever been examined as a witness before?

1068 A. No, sir; it is the first time.

Q. Do you know the difference between complainant & defendant?

A. No, sir.

Q. Don't know what those two terms mean?

A. No, sir.

Q. Do you know what swearing means?

A. Yes, sir.

Q. Well, do you understand, Mrs. Steinhardt, that the object of this suit is to take your property for Mr. Cohn's debts?

A. That is what they told me.

Q. You happen to have some money and they wish to get it from you; some property, I mean.

A. Yes, sir.

Q. You have no one except your daughter to leave it to. Is it your intention to leave your property to your daughter and her children?

A. Yes, sir.

Q. Is it your intention to live with your daughter as long as you live?

A. Yes, sir.

1069 Redirect examination by Judge WYLY:

Q. Mrs. Steinhardt, where are you now?

A. We are in the house kept by Mr. Cohn and his family.

Q. How many persons were present while your testimony was being taken?

A. Judge Wyly, Mr. Cohn, the lawyers, and Mr. Beattie.

1070 *Testimony of John L. Martin.*

JNO. L. MARTIN sworn and examined on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mr. Martin, just state your place of residence and your age.
A. I reside in the town of Lake Providence, East Carroll parish.
Q. How old are you?
A. Thirty-three years.
Q. And your occupation?
A. Well, I am attending to a saloon now.
Q. You have been a merchant, haven't you?
A. Yes; I was a merchant and clerk also.
Q. When did you come to this parish?
A. I came here in 1875, in October.
Q. What occupation did you embark in then?
A. I was clerking.
Q. For who?
A. For Simon Cohn; I came here with him.
Q. How long did you continue clerking for him?
A. I stayed with him until his failure.

Q. What year was that?

1071 A. That was in the fall of 1880. I think he was closed up in December, 1880.

Q. Did he have a large stock of goods on hand at that time?
A. Yes, sir; I suppose there was a pretty good stock of goods.
Q. What was the character of that stock of goods?
A. General merchandise.
Q. And groceries?
A. Yes, sir; everything carried in a general store—dry goods, groceries, boots, shoes, &c.
Q. Did you know or have you any knowledge of any goods having been sent to Milliken's Bend prior to the failure of Mr. Cohn?
A. Yes, sir; he sold goods down there just like he would to any one else.
Q. When were these goods sent to Milliken's Bend?
A. I suppose that was in 1880.
Q. To whom were these goods sent?
A. To Charles H. Kollman.
Q. How long was that prior to the failure?
A. Well, it was during the year. I think it was in 1879 or 1880; I am not sure which. He bought goods from Mr. Cohn at different times.

Q. How were these goods sent?

1072 A. He would pick out what he wanted and we would box them up for him.

Q. Where were these goods sent to—what town on the river were they sent to?

A. They were sent to Milliken's Bend from the wharf-boat. He did all his business with Mr. Purdy.

Q. He purchased these goods, did he, just before the failure?

A. He bought a stock of goods as he always did every season.

Q. What was the amount of that purchase?

A. I cannot say.

Q. About how large?

A. I cannot say.

Q. Was it a large stock or a small stock?

A. It was not more than he had been in the habit of buying. There was a pretty large stock. I cannot say how much.

Q. Who put up the goods to be shipped?

A. Well, I think it was Willie Arrighi. He was one of the clerks in the store at the time.

Q. About what was the amount of goods in that lot that he purchased at that time; just before the failure?

A. I cannot tell you.

1073 Q. Can you come within five hundred or five thousand dollars of what all the stock of goods cost he purchased just before his failure?

A. No, sir; I cannot. It has been so long ago and I had so much to do in attending to my own business that I did not know.

Q. You say you cannot come within five hundred or five thousand dollars of the amount?

A. No, sir; it was more than two thousand dollars, I know. He bought his stock of goods that season just like he always did.

Q. You state that the last bill of goods was about such a stock of goods as he had been in the habit of purchasing previously—purchasing during the previous years. Now, will you state about the extent of the merchandice he had been in the habit of making; I mean in value in money?

A. I cannot remember, to save my life. I would not like to say.

Q. Do you state he purchased this last time about the usual amount of goods that he had purchased previously at other times?

1074 A. Well, I cannot say precisely. He purchased goods at various times. I positively cannot say at this time what the goods were worth. I did not pack up Mr. Kollman's goods, though I knew he was buying them, as he always bought goods from us.

Q. Was Kollman there himself buying goods the last time or who was buying for him?

A. I suppose he was there. I know he came to me one day. I think he came up once or twice during the year. I am not certain. I know he came up there twice. I cannot say how many times more. Kollman's uncle lived in Quincy, Illinois. They were kind of partners. I do not say that positively, but I suppose that Goldenburg was Kolman's partner.

Q. You say that Kollman and his uncle were partners?

A. I say I suppose that Goldenburg was interested in the Milliken Bend business.

Q. Where is he now?

A. He was in Quincy, Illinois, the last time I heard of him. I think he is dead now.

Q. What was his first name?

A. I don't know.

1075 Q. Were there any business relations existing between Mr. Goldenberg and Simon Cohn in Quincy, Illinois?

A. Not that I know of.

Q. You never lived in Quincy?

A. No, sir.

Q. Did you know Mr. Goldenburg personally?

A. No, sir.

Q. Then this is supposition on your part?

A. Well, no; I heard Charles Kollman say something about it.

Q. Do you know anything about Mr. Kollman coming up here after the failure of Simon Cohn?

A. No, sir; I don't know anything about it because I was troubled about my own business about that time. I don't know anything about it.

Q. Did you know anything about the settlement that Cohn had with Kollman?

A. No, sir.

Q. Didn't you know that Kollman came to this town some time after the failure of Cohn and made final settlement of their business in Millikin's Bend?

A. No, sir; he might have done so, and he might not. I don't know whether he did or not.

1076 Q. Do you know or have you any knowledge of Mr. Cohn being personally interested in the business conducted in Kollman's name at Millikin's Bend?

A. No, sir; I know that I sold him *him* goods like anybody else. I have no personal knowledge of his being interested in the business of Charles Kollman at Millikin's Bend.

Q. How many boxes were sent the last time down to the wharf-boat to be sent to Millikin's Bend?

A. I cannot say, sir.

Q. About how many?

A. I do not know, sir.

Q. Was there more than one box?

A. There may have been a dozen. I don't know, sir.

Q. What was the character of the goods Mr. Kollman was in the habit of buying from Mr. Cohn?

A. I cannot say, sir; a general assortment of merchandise.

Q. Did he sell him a barrel of whiskey.

A. If he sold Kollman a barrel of whisky I do not know it.

Q. Do you know anything about any freight being on the wharf-boat the marks on which were changed?

1077 A. No, sir; I did not go — the wharf-boat to see about every shipment. I had to stay in the store all the time.

Q. Do you know of any goods having been sent off before the failure to Hard Times Landing?

A. I cannot say.

Q. Did you know Mr. Cohn when he was a merchant at Hard Times Landing, in Mississippi, with his brother?

A. Yes, sir.

Q. What was the name of the firm?

A. S. & A. Cohn.

Q. Who kept the landing at Hard Times at the time of Mr. Cohn's failure?

A. I don't know, sir.

Q. What was Moris' first name?

A. Dave Morris, I think. I am not positive that he was keeping the landing or not.

Q. Did he keep the landing at the time you resided in the parish of Tensas?

A. No, sir.

Q. Who was keeping the landing then?

A. I think it was a man by the name of Wren.

Q. Well, now, who were the parties composing this firm
1078 in Tensas parish at Hard Times?

A. S. & A. Cohen.

Q. Who else?

NOTE.—WITNESS: You mean in business at Hard Times?
Judge WYLY: Yes, sir.

A. That is all I ever knew of.

Q. Who was the book-keeper?

A. John Divine was book-keeper at the Ruthwood store.

Q. Who is he.

A. I don't know, sir.

Q. Who else was in that store?

A. Simon Cohn stayed there.

Q. D. Morris—what was his position in the store?

A. I cannot tell, only I know he was there.

Q. Well, what position did he hold in the store?

A. He sold goods, just like any ordinary clerk.

Q. Who did you say was the book-keeper?

A. John Divine.

Q. What position did you occupy?

A. I was clerk and kept books down there—done everything. I was in the store on Lake St. Jo.

Q. Were you the confidential clerk?

A. Yes, sir.

1079 Q. What was the extent of the store—about how much merchandise was carried in that store?

A. I suppose about seven or eight thousand dollars' worth of stock; maybe ten thousand.

Q. What was the business conducted there in that store?

A. It was furnishing and supplying business and cash business. We sometimes took in two hundred dollars a day in the store.

Q. Who kept books in the store?

A. Manfred Myer.

Q. How long did you continue to keep that position there?

A. I went there in March, 1873. I was there that year. I left there in July, 1874.

Q. How long was that before you came up here?

A. I came here in October, 1875. I came from Beardstown, Illinois.

Q. Well, then, you were eighteen months in charge of that business down there?

A. Yes, sir; about that long.

Q. What business was Mr. D. Morris engaged in during that time?

A. He was then in that store.

Q. Clerking?

A. Yes, sir.

1080 Q. How long did D. Morris continue in that store?

A. I left him there when I left there; he was still there, clerking in the store.

Q. Do you know a man by the name of Morris Meyer?

A. Yes, sir.

Q. Was he engaged in business down there?

A. Not as I know of.

Q. Was he engaged in business in Tensas parish?

A. Not as I know of.

Q. Do you know a man by the name of Manfred Meyer?

A. Yes, sir.

Q. Was Manfred Meyer engaged in business in Tensas parish at that time?

A. No, sir.

Q. Was he ever engaged in business there?

A. He may have been after I left.

Q. Who was he engaged in business with?

A. I suppose with Alexander Cohn.

Q. What business was he doing?

A. Indeed I do not know; I am not one of that class of people who enquire into other people's business.

Q. When did Simon Cohn quit business down there and move up here?

1081 A. In 1877.

Q. About the time you left the place?

A. Yes, sir.

Q. When he ceased to be a member of the firm and left the business down there?

A. I cannot say that he ceased to be a member of the firm. I cannot say that he ceased to be a member of that firm, because I don't know.

Q. How long after you left before they closed up and left there?

WITNESS: What do mean by closing up?

Judge WYLY: I mean the partnership business when it was settled.

A. I suppose it must have been in the latter part of 1874. I saw

one statement, which shows, I think, in July, 1874, when he left there.

Q. Had you ever been in business with Simon Cohn before that?

A. No, sir.

Q. How long had you known him before you went into business for him?

A. I had known him since 1870. He went to Natchez in 1870. I don't know what month it was; I think it was in the spring
1082 of the year. He came to Natchez and I was clerking for A. Isaacs.

Q. Well, now, you stated awhile ago that you went back to Illinois?

A. Yes, sir.

Q. Whereabouts did you go?

A. To Beardstown, Cass Co., Illinois.

Q. How long was that after you left the business in Tensas parish?

A. I went to Beardstown, Illinois, in March, 1875.

Q. How long did you stay there?

A. I stayed there until I came down here.

Q. In what business were you keeping?

A. I was clerking for Simon Cohn. He had a store in Beardstown.

Q. Were you employed in that store continuously until he closed it up?

A. No, sir. I went from there to St. Louis. I went to St. Louis after I left there and clerked there for awhile, until Simon Cohn was ready to go down.

Q. When was that?

A. That was in 1875.

Q. And he had engaged your services—had engaged you to come down here?

A. Yes, sir.

Q. How long had he engaged your services before you went up there?

A. It was understood when he opened business I was to go with him.

1083 Q. Was that understood before you left?

A. No, sir. I was clerking in Vicksburg for awhile.

Q. And you say he engaged your services—engaged you to go with him when he opened business here?

A. Yes, sir; that was the understanding.

Q. When did you go to St. Louis?

A. I went to St. Louis in 1875.

Q. How long after you went to Beardstown?

A. I think the next month.

Q. Did Mr. Cohn buy his stock of goods in St. Louis?

A. I think he bought them in Chicago. He used to buy in St. Louis, too.

Q. When you got to Beardstown were you his confidential man there, as you had been in Tensas parish?

A. Yes, sir; he always trusted everything to me.
Q. In that store at Beardstown, too?
A. Yes, sir; I sold goods in that store, too.
Q. About how large a stock was carried in that store?
A. Well, a pretty large stock. He did not keep any groceries. He kept general clothing and furnishing, dry goods, &c.
Q. About how large a stock did he carry?
1084 A. About eight or ten thousand dollars. I cannot say exactly.
Q. Where was Mr. Cohn's family then?
A. Well, he did not have any.
Q. How long did that business continue there?
A. He mar-ied, I think, in September, 1875.
Q. You came here in September?
A. No, sir; I came here in October. I left Beardstown and went to St. Louis and stopped there awhile.
Q. You came here with Cohn?
A. Yes, sir; I came here with the family; with his father and mother in law and wife.
Q. You all came together?
A. Yes, sir.
Q. Did you all live together up there in Beardstown?
A. Yes, sir.
Q. Did they occupy a house there?
A. Yes, sir.
Q. Who kept house?
A. Well, I suppose the old lady did; she worked just as much as any one.
Q. Who was keeping house, Mr. Cohn or his father-in-law?
A. Mr. Cohn, I suppose.
Q. Was his father-in-law engaged in business?
A. No, sir.
1085 Q. What business was his father-in-law engaged in?
A. He was not engaged in any business; he had money enough to live on; he lived on the interest of his money?
Q. How long after Mr. Cohn established himself here before his father-in-law came down here?
A. I don't remember exactly.
Q. About how long?
A. A few months.
Q. And did they live with him when they came here?
A. They lived with the family.
Q. All lived together?
A. Yes, sir; as one family.
Q. Did they continue to reside here until the death of Mr. Steinheart?
A. Yes, sir.
Q. When did Mr. Steinheart die?
A. I cannot tell you the year he died in. I think it was in 1877 or 1878.
Q. What business did he carry on here?

WITNESS: Who?
Judge WYLY: Mr. Steinheart.

A. He did not carry on any business.
Q. He did not engage in any business here?
A. No, sir.
Q. Did Mrs. Steinheart embark in any business here?
A. No, sir.
1086 Q. When Mr. Steinheart died was there any administrators appointed?
A. I don't suppose they needed any, as the property was in cash.
Q. Who were his heirs?
A. His daughter and his wife.
Q. What became of his estate after his death?
A. Of course they got it; his wife and daughter.
Q. How long did he reside here before he died; about how long?
A. I don't know. I think he was hear a couple of years or more; for a few years.
Q. This was his home, was it, at the time of his death?
A. Yes, sir; he resided here.
Q. Do you know of his having any other home except this?
A. Sometimes in the summer they went to Quincy, Ill., but this was his home; Simon Cohn's house was his home.
Q. Did he have any interest in the business of Simon Cohn?
A. No, sir.
Q. When did Mr. Cohn open his business?
A. Right down at the old Fireman's hall, on Lake street.
Q. How much of his stock did he open up with?
A. I cannot say.
Q. About how much stock did he have?
1087 A. Cannot say.
Q. Well, about?
A. Well, he carried a stock of perhaps between five and ten thousand dollars.
Q. Of general merchandise?
A. Yes, sir.
Q. And you continued with him from that time until his failure?
A. Yes, sir.
Q. Who else was in his employ during the time?
A. When he first came here he had, of course, several clerks. He had Morris Phillips; he was the first one he got here. There were others afterwards. There was Henry Kaufman and Louis J. Leddy.
Q. What other clerks did he have?
A. I believe that was all he had at that time. Those were all I remember in the store down there. Then, afterwards, he had David Dreyfus.
Q. What position did you hold?
A. Always the same; I was head clerk at the store.
Q. And the book-keeper and cashier?
A. Yes, sir; I had charge of the money.

Q. Had you supervision over the clerks during Mr. Cohn's absence?

A. Yes, sir.

Q. You went to the brick store? How long did you remain in the Fireman's building?

1088 A. I went there in October, 1875, 1876, and 1877. I think we opened the brick store in the fall of 1878 and left the Fireman's hall in 1879.

Q. Where did you go then?

A. To the brick store; in the meantime he had another store that was burned down; then he rented the blue store. He had two stores, and afterwards consolidated all in one.

Q. What was the size of the stock of goods you carried in the brick store?

A. Of course it was a large building and we had a large stock of goods.

NOTE.—By Mr. BOATNER: Can you approximate or estimate the amount in value?

A. Between ten and fifteen thousand, I suppose. I am not certain that is correct.

Judge WYLY: Who were the clerks employed in that store?

A. W. O. Arrighi, myself, Eugene Leddie, Bob Cooke, and Nathan Rhinestine after awhile. There were some others, who stayed there a month or so. Paul Jones, he stayed there a couple of months.

1089 Q. How long did you continue in that store until you moved into the blue store?

A. He did not move from that store into the blue store. He went from the blue store into that store. He moved from the blue store and Fireman's hall into the brick store.

Q. Do you know where the different clerks now reside?

A. No, sir.

Q. Can you name the residence of any of them?

A. The Arrighi boys, they say, are in New Orleans; where they went to I don't know. I can't say where Cooke is. Nathan Rhinestine is here, and Leddy is down on the river.

Q. Which one of them?

A. That is Eugene Leddy.

Q. Do you know anything about a stock of goods having been sold to Max Stockner just before the failure of Mr. Cohn?

A. Max Stockner used to be up here sometimes. He was in the Fireman's hall, too. He used to buy goods from Mr. Cohn.

Q. About how long before the failure did Mr. Stockner buy this invoice of goods?

A. I don't know.

Q. About how long?

1090 A. I cannot say.

Q. Have you any knowledge of his having bought the stock?

A. I did not see the stock he bought; no, sir.

Q. How were these goods taken by Mr. Stockner; were they taken to the wharf-boat and shipped to him?

A. I don't know; but I suppose they went to the wharf-boat.

Q. Who were your draymen then?

A. Wash. Stewart. He used to haul a great deal for Mr. Cohn during that time and up to the time he was closed up, from 1878 to 1880.

Q. Where is Wash. Stuart?

A. I cannot say where he is.

Q. You don't know or have any knowledge where he is now?

A. No, sir.

Q. Do you know any one who does know where Wash. Stuart resides?

A. No, sir; I do not.

Q. Who supervised the shipping of goods from the store by the dray and receiving goods?

A. I can't say. When the bills were made out the goods were packed and put up by Willie Arreghi.

1091 Q. You stated that you had supervision of the store conducted by Simon Cohn and that there was several clerks in his employ. Now, I will ask you what clerk had charge of the shipping and receiving of goods for that shipment during the time you were in the brick store.

A. Willie Arreghi; he general-y attended to that.

Q. Did he have charge of the forwarding of shipments and receiving of goods at the store?

A. He received a part of the goods; yes, sir.

Q. Who had charge of receiving and shipping of goods done at the time of the failure?

A. It was one of the Arreghi boys and Eugene Leddy.

Q. Was it their duty to take and ship goods?

A. Yes, sir.

Q. To deliver goods and receive receipts from the draymen?

A. Yes, sir.

Q. Do you know whether or not there were any goods shipped a short time before the failure, shipped from the store to Max Stockner?

A. I can't say, but suppose there were.

1092 Q. As business manager of the store, I will ask you if Eugene Leddy would be likely to know of the receiving and shipment of goods.

A. I was only business manager during Mr. Cohn's absence, and when Mr. Cohn was there I was only a clerk who had charge of the books.

Q. You have stated that the duty of receiving and shipping freight was assigned to Mr. Eugene Leddy?

A. Yes; one of the Leddy boys.

Q. Now, I will ask you if it is likely that he had any knowledge of the different shipments of goods from the store.

A. I suppose he had, but I don't know what knowledge he had about it.

Q. Do you know of any shipment of goods down to Arcadia Landing?

A. No, sir.

Q. Have you any knowledge of the shipment of goods before his failure at any landing on the Mississippi river?

A. I don't know; I can't say anything about it.

Q. You have no knowledge, then, of goods having been sent to places on the Mississippi river?

1093 A. No, sir; I did not attend to the shipping of goods.

Q. But you kept the books, did not you?

A. Yes, sir.

Q. Did you make entries on the books?

A. Yes, sir.

Q. Did you have any means of knowing where the different shipments were made to?

A. Of course, but I don't remember of any goods being shipped to places on the Mississippi. It is so long ago I don't remember, and I did not attend to the shipping of them.

Q. Did you make entries with regard to purchases made by Max Stockner?

A. No, sir; Max Stockner generally bought his goods for cash.

Q. You are certain you do not remember of any goods having been sent to Arcadia?

A. No, sir.

Q. Do you mean to say you have no knowledge on that subject?

A. No, sir; I have not.

Q. After the failure of Simon Cohn what business did you embark in?

A. Right away I did not embark in any. Some few months afterwards, in April, 1881, I went into business for myself.

1094 Q. What sort of business?

A. General country store.

Q. Whereabouts was it located?

A. Out on Black Bayou. I went into business with a man by the name of Frank Coalman.

Q. Was he your partner?

A. Yes, sir.

Q. Equal partner with yourself in the business?

A. Yes, sir.

Q. How much capital did he put in?

A. He put in eight or nine hundred dollars at first. He was to put in just as much as I put in.

Q. Well, how long after this failure of Simon Cohn before this Black Bayou store was established?

A. I established the Black Bayou store in April, 1881. We did not put in a big stock at that time. Charles Moss and Co. furnished me groceries. We did not put in only enough to rent a store.

Q. What did you do between the interval of the failure of Simon Cohn's store and the time you went into business?

A. I did not do anything.

Q. Who did you lease this store from?

1095 A. Well, of course, Mr. Coalman had charge of it. I

agreed to take and run the store. He was to furnish the store also with myself.

Q. What rent did you pay?

A. The store belonged to Mr. Coalman.

Q. Then you did not lease a store?

A. No, sir.

Q. Did Mr. Coalman put the store in, and the firm was not paying any rent?

A. No, sir.

Q. What was the style of the firm?

A. J. L. Martin.

Q. What period did you engage that store for?

A. I did not engage it for any period. We intended to go into business for a year. We went into partnership for a year.

Q. Was there any understanding that your partner was to furnish the store free of rent?

A. Yes, sir.

Q. What were the terms of your partnership?

A. We were to be together just as long as we could agree.

Q. Did you have any written articles of copartnership?

A. I do not think we did. He was to put in just as much
1096 as I did. We had a contract. Frank Coalman kept the contract. I think it was taken out of the trunk when it was burned up. I did not save the document.

Q. Where is your late partner, Frank Coalman?

A. I do not know, sir.

Q. Does he reside in this parish at this time?

A. I do not know, sir. I don't suppose he does. I have not seen him lately.

Q. You have no knowledge as to where he lives?

A. No, sir.

Q. How long did this partnership continue?

A. To the following January, in 1881, until January, 1882.

Q. Was it a prosperous business out there?

A. Well, we did a very good business, but collections were bad. We sold a good many goods, but did not get paid for them.

Q. Did you have a final settlement in your partnership?

A. Yes, sir.

Q. At what time?

A. In January, 1882. I went into partnership in April, 1881, and quit in January, 1882.

1097 Q. Did you say Mr. Coalman put nine hundred cash into the firm?

A. He put that amount in on paper; that was supposed to be cash. The amount of goods he had furnished amounted to about that.

Q. Now, what was the understanding between you and him? Was he to put in the goods and cash?

A. I was to put in the cash.

Q. Did he purchase any goods? Did he buy any goods to be put in the store?

A. No, sir; he did not purchase any goods. I went after and bought the goods in my own name.

Q. And was Mr. Coleman interested in the business?

A. Yes, sir; he was full partner.

Q. What did you do with those goods that he had?

A. I think they were taken as so much cash. He had furnished the negroes and taken *leans* for loans. They were turned into the business as equivalent to cash. They were estimated as so much cash.

1098 Q. When were these goods and claims that he turned over to the partnership—when were they collectable and due?

A. They were collectable when the crops were made.

Q. Was this a silent partnership business?

A. Yes, sir.

Q. Was he known to be a member of that firm generally?

A. I don't know whether he was or not; I suppose he was.

Q. Were the parties furnishing you these goods apprised of the fact that Mr. Coleman was a partner?

A. I don't know whether they were at that time or not. I know that I went after and bought the goods myself. He had no money of his own. He had failed in business and could not get any goods, so I went after and bought the goods myself. I took him into partnership on account of his having a store out there.

Q. You have stated that Frank Coalman had failed out there in business.

A. Yes, sir.

1099 Q. Will you state now whether or not turning over to the firm these goods and assets of his own business to you was not done with a view to screen his effects from the pursuit of his creditors?

A. No, sir; I don't suppose it was.

Q. Was not done to prevent his effects being seized by his creditors?

A. I cannot say.

Q. Had he been merchandising in that place before?

A. Yes, sir; he had been furnishing negroes out at the store.

Q. And had failed there?

A. Yes, sir.

Q. Now you say he turned in these effects into the partnership business out there between you and himself. How did he endorse these effects over?

A. There was no endorsement. He just turned them over himself; mule *leans* and notes of that sort, and goods.

Q. In whos- favor were those notes for mule *leans* made?

A. In favor of Frank Coleman? They were made in his favor. He had them when I went there.

Q. Now, did Frank Coalman endorse these over to you?

A. He had, of course, to put them in my name and as money into the partnership. He just turned the notes over to me.

1100 Q. How did you get the title of these notes without their having been endorsed by Mr. Coalman?

A. There was no title to be made. They were just to be put into the partnership. I just left the matter to him. I left the matter of the collection of these notes to him, and the settlement with the negroes was left to him, as he knew more about that business than I did.

Q. Do I understand you to say there was no estimation of these goods in the endorsement of these goods and assets?

A. No, sir; they were only entered on the books.

Q. How is it that you say Frank Coalman was a partner and put certain capital into the partnership in the shape of notes and goods, when you say he never transferred any of these goods; never made any written endorsement of these goods and notes that were in his favor?

A. Well, the mule *leans* and notes and goods that he had were just put into the partnership. He had no cash and he turned these notes and goods over as so much cash and put them into the
1101 partnership, and when they were collected he was to have credit for them in the business, and I says to him, I don't care to have anything to do with the collection of these notes and goods, so I left them to him. He rented mules and took *leans* for them.

Q. Did you have any titles to these assets of Frank Coalman out there?

A. Well, the business out there was in my name, of course. As I told you, he was a silent partner.

Q. How could you get the title of these notes and goods when there was no written transfer or endorsement of these notes to you by Frank Coalman?

A. I told you already how it was; that we just charged them up to the concern.

Q. Did he put any money into the concern cash; did he put in any part of the purchase price of those goods you bought?

A. No, sir.

Q. Well, now, suppose that after you established that business there some creditor of Frank Coleman had attached these
1102 notes and goods that had never been transferred to you, would he still have any interest in that stock of goods there?

A. He was a silent partner and I suppose he would.

Q. Were these goods bought for cash or on credit?

A. I bought the goods on credit in my own name; I went myself to New Orleans and bought them.

Q. Who did you buy them from?

A. Well, I bought from Lexman & Son; I bought my dry goods from Yale & Bowling; I bought clothing from Woolf & Marx; I bought from B. Rosenburg; I bought groceries from Charles Moss & Co., St. Louis.

Q. When did you make those invoices with these New Orleans merchants?

A. In September, 1881.

Q. How long was that after you opened business on Black Bayou?

A. From April to September of the same year.

Q. You opened the store in April?

A. Yes, sir; and these goods were put in in September, 1881. We only kept supplies on hand during the summer.

Q. How much of the stock did you buy from the New Orleans merchants in 1881?

1103 A. As near as I can come to it, I think I bought about four thousand dollars' worth.

Q. How much stock did you buy from Yale and Bowling?

A. Maybe three or four hundred dollars; I am not sure; but their bill was six or seven hundred dollars. B. Rosenburg was, I think, about six hundred dollars; A. Lehman and Son between twelve and thirteen hundred. I bought my hats from Simon & Cohen.

Q. How much did that invoice come to about?

A. I think I bought between three and four hundred dollars' worth of hats and trunks. I cannot remember all those I bought from. My account amounted, I think, to about four thousand dollars.

Q. The hardware question, who did you get that from?

A. I bought hardware from Charles Holloway.

Q. In New Orleans?

A. Yes, sir.

Q. How much hardware did you buy? About how much?

A. I can't say exactly. I don't remember how much. I

1104 bought my crockery—I don't remember the man's name.

Q. About how much was your bill for crockery and hardware?

A. I cannot say.

Q. About how much, approximate?

A. I can't remember exactly how much.

Q. Did you have any hardware, dry goods, boots, shoes, and crockery or any other merchandise pertaining to a general country store out there at Black Bayou prior to the purchase of this invoice from the New Orleans merchants that you have named?

A. Yes, sir; I had some that Frank Coleman had out there.

Q. About how much?

A. There was not very much. I think about eight or nine hundred dollars would cover it all. He had some domestics and some clothing and a few boots and shoes. He had some fine shoes.

Q. Did you not state that Frank Coleman only put into the partnership all the means in goods he had?

A. At the time he was furnishing negroes, and he had

1105 a little stock out there which I omitted to mention.

Q. Now, did I understand you to say he put into the business a stock of goods besides those goods and notes which you mention?

A. Yes; he had those things I have spoken of.

Q. Was that stock of goods that you say Frank Coleman had out there when you began business there? What did it amount to in value?

A. I am unable to say; I can't say what it was worth.

Q. Was there any account of it kept?

A. There was a regular inventory taken of the goods. There was an inventory taken of everything he put into the business—goods, notes, for mule rent, accounts, etc.

Q. What was the amount of that inventory of merchandise on hand that Frank Coleman put into the business?

A. I can't say what the amount of stock on hand was worth.

Q. About?

A. A few hundred dollars' worth, I think. There was not very much. He had just a few pieces of domestics, such as is
1106 usually kept in a store of that kind. He had some few shoes, boots, and notions that did not amount to much in value.

Q. What was the stock of goods estimated at when you went out there to go into business with Frank Coleman?

A. I have stated about a few hundred dollars. I can't say exactly how much.

Q. Well, about how much?

A. Between two and three hundred dollars. It was all, I suppose, worth about eight or nine hundred dollars.

Q. How much were the accounts and how much were the goods?

A. I don't know. I can't tell how much they amounted to. I don't know how many mule loans there were.

Q. What did you figure up the whole thing to be worth?

A. About nine hundred dollars.

Q. Were these notes and goods of Frank Coleman put upon inventory?

A. Yes, sir. I suppose everything was inventoried.

Q. Now, what became of that inventory?

1107 A. As I told you, Frank Coleman kept the books and accounts. My books and accounts were destroyed when that trunk was broken open. My papers were all lost. Frank Coleman had got the books, accounts, and papers. He said he was going to try to collect them if I would leave them with him. If he has collected anything I never received a cent. The papers I had were destroyed when the trunk was broken up. He has never accounted to me for anything.

Q. Did this partnership continue until you moved away from Black Bayou?

A. Yes, sir.

Q. When did you move?

A. I moved in the beginning of January.

Q. Of what year?

A. 1882.

Q. Did you take any inventory of the business out there when you discontinued?

A. Yes, sir.

Q. Where is that inventory?

A. I don't know where it is. I know I took up stock and moved my goods down to a little store in the country; down to the
1108 Banks store, on —— place, in this parish, & I think I had be-

tween twenty-nine hundred and three thousand dollars' worth of stuff on hand when I moved down there.

Q. Did Mr. Coleman still continue in possession of the place at Black Bayou store after you left?

A. I don't know.

Q. Did I understand you to say you moved the goods away and left the books, papers, and accounts with Mr. Coleman?

A. Yes, sir.

Q. For liquidation?

A. Yes, sir; to be collected.

Q. Did he ever make any settlement with you afterwards?

A. No, sir; he never gave me a nickel.

Q. How long did he remain in the parish at that time?

A. He was backwards and forwards; he may have stayed a couple of months.

Q. How far is this Banks store from this Black Bayou store?

A. I suppose it is about sixteen miles.

Q. Did you ever call on Frank Coleman for a settlement?

A. Yes, sir; I asked him for a settlement; I asked him if he had collected anything.

1109 Q. Did he ever call upon you for a final settlement?

A. No, sir; he never called upon me. There was nothing coming to me. He took money out of the business to pay old debts he owed. There was nothing coming to me at all. That was the reason I quit.

Q. Did he make any objection to your taking those goods away?

A. No, sir; I told him I did not want to stay with him any longer. He drank very heavily. I did not like the way he was conducting the business. I wanted to get away from him.

Q. Did I understand you to say you carried away about twenty-nine hundred or three thousand dollars' worth of goods from that store?

A. Yes, sir.

Q. And established yourself in business at the Bank place?

A. Yes, sir.

Q. Was Frank Coleman a good business man?

A. No, sir; not very.

Q. Was he dissipated?

A. Yes, sir.

Q. Neglected his business?

A. Yes, sir.

Q. Did you find him unreliable as a business man?

1110 A. Yes, sir.

Q. Drank heavily?

A. Yes, sir.

Q. Well, now, Mr. Martin, if Mr. Coleman is this dic-ipated and the unreliable man you state he was, why was it that you left your ledger and books and accounts with him for collection?

A. Because I was glad to get away from him; I left the books with him to make what he could out of them; I was glad to get away

with my own goods; he said: "Leave the accounts here and whatever I collect each year I will divide;" but I have never had any settlement with him since I left.

Q. Now, Mr. Martin, you have stated that Mr. Coleman was equal partner in that business?

A. Yes, sir.

Q. I ask you to explain how it is that you assumed to carry off the whole of that stock of goods when one-half of it belonged to Mr. Coleman.

Q. He was to put in dollar for dollar with what I did up
1111 to the nine hundred dollars; after that he was to put in the same as I did.

Q. How long did Mr. Coleman reside in this parish after you moved your stock of goods from Black Bayou to the Banks store?

A. I don't know; I cannot say, because I did not see him once in six months.

Q. Did you ever have any final settlement with him?

A. No, sir.

Q. Did you ever seek to have any final settlement with him?

A. I did, sir; I spoke to him maybe once or twice since; I asked him if he had collected anything and he said he had not.

Q. Did you ever seek to have a final settlement with him?

A. No, sir.

Q. Were there any dry goods in that store prior to this purchase in September by you in New Orleans except that old stock that Coleman had?

A. Nothing except the old stock.

Q. Did you ever have any dry goods in that store?
1112 A. Nothing, except that old stock that Coleman had there and that that I bought myself.

Q. Up to the time you made this purchase in New Orleans did you have any dry goods in that store except that Frank Coleman had there?

A. No, sir.

Q. Except what Frank Coleman had on hand at the time of the partnership?

A. No, sir.

Q. Now you say you bought some groceries?

A. Yes, sir; I bought some groceries from Charles Moss & Co.

Q. Where is that firm in business?

A. In St. Louis.

Q. When you were in New Orleans buying those dry goods you refer to, was not Simon Cohn also in New Orleans at the same time?

A. No, sir; Simon Cohn was not with me. I cannot say exactly whether Simon Cohn was in the city or not, but I know he was not with me when I was buying those goods.

Q. That was in September 1881?

A. No, sir; he was not there then. He was not in the city when I bought these goods.

1113 Q. Had he not been in the city a few days or a short time before you purchased those goods?

A. I don't know, sir.

Q. You have no knowledge whether he was there or not?

A. I don't think he was there.

Q. Did you not present letters from Simon Cohn to these merchants?

A. No, sir; I did not.

Q. Were you not introduced to those merchants by him?

A. I was introduced to one of them. I was acquainted with one of them myself, Woolf & Marx. They introduced me to the rest.

Q. What was the name of the man in the firm who introduced you?

A. I think Samuel Lowenberg.

Q. Where did they keep store?

A. They kept it on Canal street.

Q. What kind of business?

A. A clothing house.

Q. Who was it introduced you to those other houses; you say Mr. Lowenberg?

A. He took me around to the different houses?

Q. At what terms of credit did you buy this stock of goods?

1114 A. It was bought on regular terms. The shoes I bought on four months; the dry goods at sixty days and four and six months; the clothing at four months.

Q. Who introduced you to Yale & Bowling?

A. I think Mr. Lowenburg went with me to Yale & Bowling, and after my return home I ordered goods from Yale & Bowling by letter and referred them to Woolf & Marx.

Q. Did you know either Yale or Bowling personally at that time?

A. No, sir.

Q. When did you first get personally acquainted with them?

A. Well, I don't know. I think it was Mr. Bowling I met. I got acquainted with him afterwards when I went down the second time.

Q. Who introduced you there?

A. I went round there myself and refer-ed them to Woolf & Marx. In the meantime I had been buying from them. I went to New Orleans twice.

Q. Do I understand you to say, then, that in the business acquaintance with them you wrote letters and they sent goods to you?

1115 A. Yes, sir; I bought from them in that way and refer-ed them to Woolf & Marx.

Q. Did you keep copies of those letters?

A. No, sir.

Q. Did not make copies?

A. No, sir; I never did.

Q. Are you certain that in that letter you wrote to Yale & Bowling you refer-ed them to Woolf & Marx?

A. Yes, sir; I am.

Q. How much merchandise did they send you on receipt of that letter?

A. I cannot tell you. I bought goods from them more than once.

Q. I am speaking of your first purchase.

A. I cannot tell, sir.

Q. Well, now, these merchants from whom you purchased, were you introduced by this gentleman you refer to?

A. Yes, sir.

Q. To all of them?

A. Yes, sir; to A. Lehman & Co. and B. Rosenberg. I bought all the dry goods from A. Lehman & Co.

Q. Did Simon Cohn, directly or indirectly, assist you in
1116 any manner in attending to that business on Black Bayou?

A. No, sir; I think I had been working long enough to have something for myself. I worked eleven years for him; he did not want me to quit.

Q. What induced you to go into business?

A. Well, I wanted to start for myself.

Q. Did Simon Cohn introduce you to any business houses?

A. He was not with me. I never carried any letters of introduction from him to anybody.

Q. Did Simon Cohn ever make any arrangements between you and Coleman when you established that business out there?

WITNESS: Which business?

Judge WYLY: Out on Black Bayou.

A. He brought Mr. Coleman and myself together. I had heard that Coleman wanted to go into business. He introduced me to Coleman. He suggested that it would be a good place for me to go into business.

Q. When did that interview occur?

A. I don't remember.

Q. In this town?

A. Yes, sir; but I can't remember where I first met Mr. Coleman.

1117 Q. When Mr. Cohn came to you with Mr. Coleman and suggested it would be a good place to establish a store on Black Bayou, where were you when that interview took place?

A. I cannot say; I was here in town somewhere.

Q. At Cohn's store?

A. I can't remember; no, sir. I may have met him on the street.

Q. Would you have established that business if Mr. Cohn had not suggested the idea to you?

A. Yes, sir; I had an idea of going into business myself.

Q. Was that the first ide- that suggested itself to you when Mr. Cohn spoke to you about the matter?

A. No, sir; but Mr. Cohn told me that would be a good chance for me to go into business with Frank Coleman. It was Frank Coleman who made arrangements with me.

Q. How long after you had this conversation with Mr. Cohn before the business was arranged out there?

A. Well, I can't say; not very long.
Q. A few days?
A. It might have been a week or so.
1118 Q. How long after you had this conversation with Mr. Cohn before you saw Mr. Coleman; was it the same day?
A. I don't remember. I think I met him afterwards. I don't think it was the same day.
Q. Did Mr. Cohn recommend you to go into business out there?
A. Yes, sir; he said it would be a very good chance for me.
Q. Did he discuss with you the matter of your going into business out there?
A. Of course, after I saw Frank Coleman I made arrangements myself. Mr. Cohn had very little discussion with me about it. I made my own trade.
Q. Did Mr. Cohn have an interview with Mr. Coleman upon the subject prior to this interview he had with you?
A. Yes, sir; I suppose he had, but I was not present.
Q. Did Mr. Cohn inform you subsequently of his interview with Mr. Coleman in reference to establishing a business on Black Bayou?
A. He told me that it would be a good chance to make money.
Q. Did he suggest that there was money in the supply business out there?
1119 A. No, sir; Mr. Coleman and myself made those arrangements. Mr. Cohn just said it was a good place and a good chance for me to make some money.
Q. Did Mr. Cohn explain to you why he thought there were good prospects out there of making money?
A. I suppose so, sir.
Q. Did Mr. Cohn explain to you why it was that a profitable business could be established out there?
A. Well, I suppose he talked about it to Frank Coleman.
Q. Did Mr. Cohn and Mr. Coleman have a subsequent interview on the subject of that business out there?
A. No, sir; Mr. Leddy was out there during the summer months. The supply business was pretty good and I went out there to go into that business.
Q. Who kept books and had the general management out there?
A. Frank Coleman kept the books. Mr. Leddy was out there during the summer months and I remained in town.
Q. Who had the general supervision out there during the summer time?
1120 A. Mr. Leddy.
Q. Who kept the keys to the safe and the books?
A. There was no safe there.
Q. Who represented the concern out there during the summer months.
A. Mr. Leddy.
Q. Did he keep the books?
A. Frank Coleman kept the books.

Q. How much stock did you carry out there during the summer months; about how many dollars' worth?

A. We bought ten barrels of pork at a time. I suppose we had four or five hundred dollars' worth, and we had some other goods out there besides those goods that I mentioned.

Q. Did you replenish the stock by buying goods in Lake Providence?

A. I bought all my goods in St. Louis—that is, groceries and things like that.

Q. Did you buy any hats and shoes?

A. Sometimes I would buy some shoes.

Q. From whom did you buy them?

A. From Mr. Cohn & Mr. Meyer.

Q. When your customers would need dry goods, tobacco, boots, shoes, and odd things of that sort out there during the summer months, where did you buy these goods?

1121 A. I kept clothing and things of that sort out there. If my customers needed things that I was out of I would go to town and buy them from Mr. Murphy and Mr. Meyer.

Q. Was that before you had bought your stock?

A. Yes, sir; that was before I had bought my general stock.

Q. From whom did you buy your tobacco?

A. From Charles Moss & Co., St. Louis.

Q. What was the character of the goods you got from Charles Moss & Co.?

A. I bought my line of groceries from them.

Q. When did you get the first invoice you obtained or received from Charles Moss & Co.?

A. Just as soon as I went out there, in April, 1881. I cannot remember the day.

Q. About what was the amount of your first invoice you obtained or received from Charles Moss & Co.?

A. I don't know. Between two and three hundred.

Q. Did you pay cash or buy on credit?

1122 A. I paid cash; thirty days; he always gave me thirty days.

Q. Had you known him previously?

A. Yes, sir.

Q. Where had you known him?

A. In St. Louis. I had known him by Mr. Cohn's buying goods from him and I had seen him in St. Louis. I knew Charles Moss myself.

Q. I suppose your business acquaintance with him or with the firm began while you were clerking for Mr. Cohn?

A. My business acquaintance; yes, sir.

Q. Did the firm of Charles Moss & Co. continue to supply Mr. Cohn up to the time of his failure?

A. I don't remember exactly, but I think Mr. Cohn had bought goods from them up to the time of his failure. I know that he used to buy groceries from Charles Moss & Co. regularly.

Q. Being the book-keeper and confidential man of Simon Cohn,

I suppose you had knowledge as to whether their relations continued up to the time of their failure or not?

1123 A. Yes, sir; but I can't remember.

Q. What were the business relations between Charles Moss & Co. and Simon Cohn up to the time of the failure?

A. They were very pleasant.

Q. Simon Cohn had been buying from them prior to the failure, hadn't he?

A. Yes, sir; if he wanted fifteen or twenty-five barrels of pork, why, he ordered them.

Q. Was Simon Cohn ever engaged in supplying plantations here prior to his failure?

A. Yes, sir; he was in the supply business.

Q. Did he or not have demand or use for a large amount of groceries to supply his various customers with?

A. Yes, sir.

Q. Did Mr. Cohn order usually quite liberally from that house?

A. Yes, sir; we bought a great deal from them.

Q. About how much was the aggregate amount of the orders monthly or quarterly, say?

A. I cannot remember.

Q. Did he order as much supplies from that house as any other house in St. Louis?

1124 A. Yes, sir; I suppose so.

Q. Didn't he order more?

A. Yes. He did a big business with them.

Q. Didn't he buy the bulk of his produce business with that house?

A. Yes, sir; he did.

Q. What were the relations existing between Simon Cohn and Charles Moss?

A. They were good friends.

Q. For many years?

A. Yes, sir.

Q. You have stated that you have known Charles Moss for quite a long time intimately; that there had been intimate relations existing for many years between Charles Moss and Simon Cohn, and that you were Simon Cohn's confidential book-keeper. Now, I ask you whether or not you have any knowledge that Charles Moss & Co. suffered by the failure of Simon Cohn.

A. I don't remember.

Q. Do you remember names of any of the sufferers?

A. There were some New York houses. There were so many of them I can't keep track of them. There were the Missis-

1125 sippi mills, and he bought goods from H. B. Claflin & Co.

Q. Why is it you can't recollect whether Charles Moss & Co., who were intimate friends of Simon Cohn, were sufferers by his failure or not?

A. I don't know why I can't recollect. Perhaps my memory is not good enough. I don't remember whether he was a sufferer or not.

Q. Well, how is it you can remember about other peoples being sufferers and can't say whether your friends suffered by the failure or not?

A. I don't remember so well. You call some of them to my mind; Wood & Lee, for instance, and I remember the house of H. B. Claflin & Co.

Q. What effect did the failure of Simon Cohn have upon the personal relations existing between Simon Cohn and Charles Moss?

A. I can't say. I don't know.

Q. Did their friendly relations continue after that failure?

A. I don't know, sir.

Q. Did the failure of Simon Cohn have any effect or pro-
1126 duce any rupture of the business relations that existed between him and Charles Moss & Co.?

A. I don't know, sir.

Q. Was Simon Cohn's failure injurious or disastrous to Charles Moss?

A. I can't say. I don't know how it affected him.

Q. When you got those goods from Charles Moss & Co. did you get them upon your own order or did you get them upon Simon Cohn's order?

A. I ordered them myself.

Q. How long after you began business relations with Charles Moss & Co. before you had any personal interview with them?

A. A long time. I can't remem-. I did not see Charles Moss for a long time; not until the following year, I think.

Q. Did you have any personal interview with Charles Moss during the period of your partnership between yourself and Frank Coleman at Black Bayou?

A. No, sir.

Q. How long after that before you had a personal interview with Charles Moss?

A. I think it was the following year I went to St. Louis.

1127 Q. Did they ever complain or say to you that they suffered by the failure of Simon Cohn?

A. I don't remember. I don't think they spoke about the matter at all in that way.

Q. Did they give you such credit as you desired?

A. Yes, sir; they did.

Q. Did you afterwards buy on longer terms from them than thirty days?

A. My terms with them were at thirty days.

Q. Did you ever get longer indulgence from them?

A. Yes, sir; I bought liquors from them on thirty days, and other goods on thirty and sixty days.

Q. Did you never buy from them on longer terms than that?

A. Yes, sir; I was shipping cotton to pay for what I bought.

Q. Now, Mr. Martin, I will ask you if Mr. Cohn did not write a letter to that firm to assist you in getting credit from them.

A. If he did I did not know it.

Q. Did he ever communicate to you that he had told them that

you were established in business here and that you were doing business on your own account?

1128 A. If he did I did not know it.

Q. What capital did you have to start business with?

A. Well, I had enough to pay for what groceries I bought and things of that sort. I don't remember exactly. I had been clerking ten or eleven years and must have had some money. I must have had between one thousand and fifteen hundred dollars.

—. Where had that money been deposited before you started in business?

A. I had it myself.

Second day, March 25, 1887.

Continuation of the examination of JOHN L. MARTIN.

By Judge WYLY:

Q. Where did you keep it?

A. I kept it myself.

Q. Was it in currency or in drafts?

A. In currency.

Q. How much money did you invest in this supply business out at Black Bayou during the summer of 1881 prior to the purchase of the invoice in New Orleans in September, 1881?

1129 A. I put what money I had in that business and paid it out at different times as I needed it.

Q. About how much?

A. Between twelve and fifteen hundred dollars.

Q. To whom was that money paid?

WITNESS: How do you mean?

Judge WYLY: I mean who did you pay the money to. How much of that money did you pay to Charles Moss & Co.?

A. I paid it to the parties I bought supplies from. I don't remember how much I paid Charles Moss & Co.

Q. Will you name other merchants to whom you paid that money?

A. I can't remember. Charles Moss was one. I paid money to him at different times. Sometimes I would go into town and buy some things that I needed—that is, during the summer time.

Q. About what was the aggregate amount you paid Charles Moss & Co. up to the time you went to New Orleans to make the purchase?

A. I can't say.

Q. Can you come within five hundred or one thousand

1130 dollars of what you paid to Charles Moss & Co. during that period?

A. No, sir; I do not remember.

Q. Can you come within five hundred or one thousand — of the amount you paid to other parties during that period?

A. No, sir; I only know that I had money and that I invested it in the business.

Q. Who had knowledge of the investments and purchases made by you?

A. Frank Coleman.

Q. Did George Blackburn have any knowledge of your business?

A. George Blackburn had no knowledge of our business at all. I had nothing to do with him; Mr. Coleman had knowledge of the business; he kept the books.

Q. If those books were produced would they show all your transactions?

A. They ought to show the amounts I ordered.

Q. You say they ought to show it?

A. Yes, sir. I could not get them. I don't know what Frank Coleman did with them.

Q. You have not got any invoices of the goods you purchased?

A. If I had I don't recollect. I suppose a great many were destroyed when the trunk was broken open.

1131 Q. Your commission merchant—what was the aggregate amount you paid over to him during that period?

A. I do not know, sir; I can't tell. When I started out I bought very few articles like shoes, boots, and things like that.

Q. Can you come within five hundred or one thousand dollars of the amount of goods you bought during that summer from Mr. Manfred Meyer?

A. I did not buy five hundred dollars' worth.

Q. About how much did you pay in the aggregate?

A. I can't say. I don't remember. It would be hard for me to say what I had paid over to them.

Q. Was it less than five hundred dollars?

A. Oh, yes, sir.

Q. Was it less than two hundred?

A. I can't say. I don't think I bought five hundred — worth.

Q. I understand you to say you were book-keeper and confidential man in the brick store of Simon Cohn's. Now, I will ask you if you have any knowledge of the amount of goods shipped by Simon Cohn to D. Morris at Hard Times Landing prior to his failure.

A. No, sir; I don't remember.

1132 Q. Had D. Morris been up here any time prior to the failure?

A. Yes, sir; he had been up here a few days before that. He didn't buy anything that I remember.

Q. Had Kollman, of Milliken's Bend, been up here just prior to the failure?

A. I don't think he had. I can't exactly remember.

Q. Did you ever know of his visiting this place?

A. Oh, yes, sir.

Q. Where did he generally stop?

A. At Mr. Cohn's house. He was an old acquaintance of his. He was an acquaintance of long standing.

Q. Had he been a partner of Mr. Cohn at any time?

A. If he was I did not know it. He was a clerk for S. & A. Cohn when I was there.

Q. Were transactions of that sort passed through the books?

A. Yes, sir.

Q. Have you any knowledge of any sales having been made to D. Morris at any time?

A. I have not. I don't remember.

Q. Who has got these books?

A. I declare I can't tell. Mr. Kennedy, I believe, took them.

Q. Were these books seized?

A. I think so.

1133 Q. How do you know they were seized?

A. They were locked up in the safe, and I suppose they were seized.

Q. Did you visit the building after it was under seizure? Did you go inside the building after it was under seizure?

A. Yes, sir; I went in there with a gentleman.

Q. Who was he?

A. Major Garner. He was clerk in the sheriff's office.

Q. Why did you say those books were under seizure?

A. Well, because they took everything. They took the safe and ev-rything that was in it, and they appointed Maj. Oliver keeper. I presume everything that was there in the safe—books, papers, and everything—was seized. I don't know what became of them.

Q. Did you ever have any personal knowledge of goods having been moved out of that store prior to the failure and shipped to Milliken's Bend?

A. No, sir; I have not. We sold goods to Max Stockner. We were doing a pretty good business, selling for cash at that time.

Q. Were you selling much to any particular persons?

1134 A. No, sir; anybody could buy who came here. Mr. Witkowsky came here once. I sold him a big bill of goods.

Q. Why is it that you cannot recollect whether Mr. D. Morris bought goods or not?

A. I don't know, sir.

Q. Did you not say that Mr. Kollman had been in the habit of buying a stock of goods from Mr. Cohn?

A. Occasionally he would; yes, sir.

Q. What size stock did he usually buy?

A. I don't remember.

Q. About how many dollars' worth?

A. I can't say.

Q. Can you come within five hundred dollars of it?

A. No, sir.

Q. Mr. Kollman was a merchant at Millikin's Bend, wasn't he?

A. I never was there; they say he was.

Q. Had he been in the habit of buying from Mr. Cohn to replenish his stock of goods down at Millikin's Bend?

A. Occasionally he would buy. I suppose he would buy a stock in Vicksburg and other places. I know he could not keep his stock up with what he bought from Mr. Cohn.

Q. How often would he come here to replenish his stock?

1135 A. Perhaps I would see him once in six months and sometimes oftener.

Q. What was the character of the goods he was in the habit of buying?

A. Well, general stock.

Q. What kind of goods?

A. Dry goods, clothing, or something like that. I think some hats.

Q. The usual class of goods that one found in a country store?

A. Yes, sir; dry goods, shoes, and general stock.

Q. How many times had he been up here prior to the failure, as well as you can recollect, to buy this stock of goods you say he had been buying?

A. He may have been here two or three times; maybe more. I cannot remember.

Q. You stated in your examination he had been in the habit of coming here to buy goods?

A. I said in the habit of ordering goods. Perhaps I would not see him here more than once in six months.

Q. How many times had he ordered or come here to buy goods prior to a short time before the failure?

A. I cannot remember.

Q. About how many times?

A. I cannot say.

Q. Now, if you cannot remember about how many times he
1136 came here to buy goods or order goods, how is it you are able to state that he bought any goods at all?

A. I have answered that question as near as I can remember.

Q. Do you refuse to answer?

A. I do not refuse. I think I saw him here once in six months; he may have been here oftener. I do not remember. I have answered that question time and again to the best of my ability.

Q. Prior to this failure had there been any orders and shipments of goods by Mr. Cohn to supply and keep up that stock in the brick store?

A. He went up to purchase stock personally in the summer or fall of 1880.

Q. Did or not Mr. Cohn order or purchase an unusually large stock of groceries, dry goods, and merchandise?

A. I do not think any more than he ordinarily did. Of course he would buy a large stock of goods, but no more than he ordinarily would. We had done a good business the year previous and I suppose he expected to do a better business that year.

Q. As compared with the season before were not these invoices purchased by Mr. Cohn unusually large?

1137 A. The season before Mr. Cohn did not get enough. We did not have enough goods for the trade we did. He kept ordering all the time. The following season he bought a large stock of goods so he would not have to be ordering all the time.

Q. What was the probable amount of the stock he ordered in the summer and fall of 1880 in the aggregate?

A. I cannot exactly remember. I know he had a large stock of goods. As I state, he went off and purchased the goods himself.

Q. Did you or not think the stock was an unusually heavy and large one?

A. It was larger than we had the year before.

Q. In what proportion?

A. I cannot say.

Q. Was it double as much as the stock he had carried the year before?

A. I don't suppose it was twice as much. I don't think it was, but I can't say positively.

Q. Prior to that failure had or not Mr. Cohn sold goods in the bulk or original packages?

A. Not in bulk, but in original packages, and not as a rule. He sold some flour in original packages. He used to sell meal
1138 and flour just as it came, and other groceries, case goods, pork, etc.

Q. Was it not generally known prior to this failure that Mr. Cohn was selling his goods off in the bulk or in original packages at very reduced rates?

A. I do not —; I can't tell you. I don't know whether it was generally known or not.

Q. Did he not sell goods to arrive on the wharf-boat?

A. I don't know that he did. I sold plenty of goods in the store, and I know that I did not sell any at reduced prices and I don't think any of the other clerks did.

Q. Do you know of his selling any pork to Mr. Nat. Murphy, of the wharf-boat?

A. No, sir; I don't.

Q. Do you know of his selling any pork by the quantity to Mr. Murphy?

A. I don't know.

Q. Do you know of his selling any meal in the bulk to Mr. Pittman?

A. No, sir; I don't. I saw Mr. Pittman down there; he came there to buy some flour. I remember Mr. Pittman and Mr. Cohn could not agree on the price. Mr. Cohn said he would not
1139 sell to him at the price he wanted it.

Q. Do you know of his selling a quantity of pork to General Sparrow?

A. No, sir; I don't. I don't know whether he sold any in a large quantity or not.

Q. Do you know or do you remember any transaction of that kind that occurred just prior to the failure?

A. Well, no; I don't, sir. He may have sold four or five barrels of pork to General Sparrow. I don't think he sold more than that.

Q. Had your sales been exceedingly heavy just prior to the failure?

A. Not more than ordinary.

Q. How much stock had you been carrying before you- failure that year?

A. I don't suppose more than ten or fifteen thousand.

Q. Where were these bills made—Evansville, Baltimore, and St. Louis?

A. Yes, sir; Mr. Cohn bought goods there.

Q. How can you say the stock was valued at ten or fifteen thousand during the year of the failure when the invoices from Evansville, St. Louis, and Baltimore and the other bills show bills exceeding forty thousand.

1140 A. Well, he had a furniture store there, too. Of course he had been selling goods all along. I did not say exactly how much stock he had. I don't know exactly the amount of stock he had

Q. Was Mr. Cohn disposing of his goods rapidly just before the failure?

A. Well, he did a pretty good trade.

Q. Was he not pushing his goods upon the market at a low figure prior to his failure?

A. No, sir; I don't think he was, because I know of his refusing Mr. Pitman to sell him goods at a low figure. I know he never did give his goods away.

Q. As confidential man and book-keeper, do you undertake to say that during the period of three or four months before the failure that Mr. Cohn continued to sell his goods at their usual rate?

A. Well, we had no regular rate of profit, but we did not sell things under cost.

Q. Are you certain that pork was not sold to Mr. Murphy at a less price than cost?

A. I don't think it was. I don't know that Mr. Murphy bought any pork.

1141 Q. Do you undertake to say that you know nothing of any goods having been sold under cost?

A. No, sir; I have no knowledge of any goods being sold under cost.

Q. Have you any knowledge of any goods having been sold at the wharf-boat and not brought to the store?

A. No, sir; I don't.

Q. Have you any means of knowing whether any transaction of that kind occurred?

A. There might be and I know nothing of it. As a general thing I would know it, but I don't know whether there were any transactions of that kind or not.

Q. Was business in that store continued in the usual manner up to the time of the failure?

A. Yes, sir; right straight along, paying out and selling goods up to the evening that we were closed up. We sold goods and paid out money as usual until a mighty few days when we were closed up.

Q. Did you remain in the store?

A. Yes, sir.

1142 Q. How is it you remember so very particularly as to paying out money in certain transactions just before the failure when you cannot recollect if any goods were sold at the

wharf-boat or in bulk at the store or if there was any transactions occurring outside of the usual course of dealing at that store?

A. Just because I happened to see the money paid out. I was not at the wharf-boat; I was behind the desk, and when the goods were sold the money was paid over and handed to me. I had nothing to do down at the wharf-boat.

Q. Were you not also behind the desk looking at the books when you were entering the transactions prior to the sale?

A. If he sold a bill of goods for cash the money was turned over to me and I put it in the drawer.

Q. Wer- not entries made in the books of the different sales of merchandise and the different prices paid for it prior to the failure?

A. It was not necessary to make any entries. If the goods were sold for cash the cash entry was made.

Q. Were you in that store when they sold invoices of goods to go to Milliken's Bend?

A. I reckon so, sir.

1143 Q. Now, you state that you remember the instance of having paid out money prior to the failure, because you were standing behind the desk. Now, why is it you do not remember the circumstance of making those entries of merchandise sold to Milliken's Bend and other places you say you made entries in the books?

A. I don't say that I don't remember selling goods to Milliken's Bend. I stated I did not remember the amount.

Q. How is it you can remember the circumstance of having paid out money because you were behind the desk and cannot remember the instance of having sold a stock of goods to D. Morris, although you were making entries in the books?

A. I do not remember selling D. Morris a stock of goods. I can't tell you why I don't remember it; I only know I don't remember it.

Q. If the stock of goods had been sold to D. Morris to be shipped to Hard Times Landing would you not have entered it in the books?

A. Yes, sir; but I stated that I do not remember a stock of goods having been sold to D. Morris, because I do not remember it.

1144 Q. Could a stock of goods have been sold to D. Morris and shipped to Milliken's Bend without the transaction having been entered in the books?

A. I don't know, sir; I scarcely think it could. I think I would have known it if the goods were sold for cash. I may not have known anything about it.

Q. I do not ask you about the cash—about the cash sales. I asked whether or not invoices of goods were sold for shipment to different parties if the transaction would not appear in some shape upon the books of the firm.

A. Yes, sir; certainly, if we sold goods either with or without cash.

Q. What was about the aggregate amount of sales per month in that store in the fall of 1880?

A. We have taken in as high as five and six thousand dollars

during the month; we have taken in as high as one thousand during the day.

Q. Was that the habit?

A. That was not a very common thing, but we have taken
1145 in five and six hundred for several days. Christmas eve I think we took in over one thousand dollars.

Q. How much money was Simon Cohn owing his wife, Mrs. Cohn, at the time she brought suit for a separation of property?

A. I don't remember, sir.

Q. Have you any personal knowledge of that indebtedness?

A. I have no personal knowledge of it. When we came South with Mr. Cohn, his father-in-law, Mr. Steinhardt, and Mrs. Cohn we bought a large stock of goods. He did not have the money to pay for them and he got some money from Mr. Steinhardt.

Q. Have you any personal knowledge of the transaction?

A. Yes, sir.

Q. If so, how?

A. Well, because Mr. Cohn showed me the check on the bank in Quincy, Illinois. His father-in-law had money in Quincy. It was one thousand dollars. He gave him this money in Beardstown; it was a check.

Q. Have you any personal knowledge of the transaction which resulted in that check being given to Mr. Cohn?

1146 A. I know of my own knowledge that he gave him this check.

Q. You saw that?

A. Yes, sir.

Q. Please explain that transaction.

A. The only explanation I can give is that Mr. Cohn wanted to come South to open business. He had a stock of goods there in Beardstown and his father-in-law gave him this check. He could not have come away if he had not.

Q. I have not asked you as to the necessity of Mr. Cohn having that money or where he gave it to him, but I asked you if you have any personal knowledge of the transaction which resulted in the issuing of that check.

A. I know that he got the check.

Q. Did you see him sign the check?

A. No, sir; I did not see him sign it.

Q. All you know is that Mr. Cohn exhibited to you the check that Mr. Cohn said his father-in-law gave him?

A. I know his father-in-law gave it to him. I know he could not come South without it.

1147 Q. Is not that your conjecture rather than your personal knowledge?

A. No, sir; it is not conjecture at all.

Q. You have stated that you did not see Mr. Steinhardt sign the check and you have stated that your knowledge was derived from the fact that Mr. Cohn exhibited the check and that he told you regarding it, etc.?

A. I know that his father-in-law gave it to him.

Q. How do you know that his father-in-law gave it to him when you did not see him sign it and was not present at the interview when he gave it to him? What were the circumstances under which he gave him the check?

A. He just handed it to him.

Q. You just saw him hand the check to him?

A. Yes, sir.

Q. That is all you know about the matter?

A. That is all I know except he got the money.

Q. Now, how is it that you saw him give him that check when you know nothing about the transaction more than that he
1148 gave him a check and he collected the money on it?

A. I saw him get the check and of course he collected the money on it.

Q. But you say you were not present when the conversation occurred between them prior to the showing of the check?

A. No, sir; I did not hear any conversation, but I saw him give him the check.

Q. Your knowledge, then, is confined to the fact that you saw Mr. Steinhardt hand Mr. Cohn a check?

A. Yes, sir; of course, Mr. Cohn got the money afterwards; a short time afterwards he got the money.

Q. Who collected the money on that check?

A. I cannot tell you, sir.

Q. You did not see the check any more?

A. No, sir.

Q. You have no personal knowledge, then, as to whether Mr. Cohn got the money or not?

A. No, sir; I think he did. I know he must have got the money, because he had no money of his own.

Q. But you have no personal knowledge that the money
1149 was collected by Mr. Cohn on that check?

A. No, sir; Mr. Cohn stated he had collected it; of course he must have got the money. He could not have come away without it.

Q. Do you know of any other money or check having been given to Mr. Cohn?

A. He got money here afterwards in Lake Providence.

Q. You know that of your own personal knowledge?

A. Yes, sir.

NOTE.—Objected to on the ground that the question is irrelevant and has nothing to do with the case.

Q. How much money did he get?

A. He got from his father-in-law a couple of thousands dollars or more. He may have got it in cash. I know that he got money from Mr. Steinhardt here in Lake Providence.

Q. Who was present when he handed him that money?

A. I was present. We were then living in the house where O'Sullivan is living. I was living there at the time.

Q. Who do you mean by we were living there?

1150 A. I mean Mr. Cohn's family. His father-in-law, his mother-in-law, and I was there.

Q. Now, when was this?

A. After he came down here; I don't remember exactly.

Q. About what year and month was it?

A. I don't remember what year and month it was.

Q. Was any one else present on that occasion?

A. Mrs. Cohn and Mrs. Steinhardt; I ain't sure if any one else was present or not; I was generally present at the business transactions that took place between the old man and Mr. Cohn; I was generally there.

Q. Was this paid over to him in money or in check?

A. It was in cash.

Q. What size bills were they?

A. I don't remember.

Q. Who counted the money?

A. Mr. Cohn counted it right there.

Q. Did you see him count it?

A. Yes, sir; I was present.

Q. Did you keep count, too?

A. Oh, yes, sir; I just counted it as he counted it.

Q. Did he hand him the money in a lump?

A. The bills were together just like you hand money packages in a bank.

1151 Q. Were you present when Mr. Steinhardt handed Mr. Cohn that package of money?

A. Yes, sir.

Q. And then Mr. Cohn fell to counting it?

A. Yes, sir; he went to counting it; certainly.

Q. Was there a string round the money like those kept round the packages of money in the bank?

A. I don't remember whether there was any round it or not.

Q. Was it a large package?

A. Yes, sir.

Q. What denomination was the money in?

A. I cannot remember what the size of the bills were.

Q. What induced you to be so particular in this instance as to watch these notes when the father-in-law was handing his son-in-law the money?

A. Well, I was generally present on such occasions; they wanted me to witness it.

Q. It was understood, then, that you were to be a witness to the transaction?

A. Yes, sir.

Q. Was it brought out in your presence as witness?

1152 A. Yes, sir; I was present when the money was brought out and handed to Mr. Cohn.

Q. What impressed this matter upon your mind so forcibly and yet you cannot remember the denominations of the bills?

A. Well, I don't know, sir, why I cannot, but I remember I was present when the money was handed to Mr. Cohn by Mr. Steinhardt.

Q. What other money had Mr. Cohn received from his father-in-law besides this?

A. I don't remember of any other that he received.

Q. Can't you remember what year it was that this two thousand dollars was paid to Mr. Cohn?

A. It was in 1876 or 1877; either one of those two years; I don't remember exactly which.

Q. Did Mr. Steinhardt come down with Mr. Cohn when he first came here?

A. No, sir.

Q. How long after he came here before Mr. Steinhardt came?

A. I don't remember exactly.

Q. About how long?

1153 A. A few months; I can't say when.

Q. Well, about how long?

A. Perhaps six months; maybe a year. I don't think it was a year, though. I don't remember exactly.

Q. About what time of the year was it when he came here?

A. I think it was in the fall of 1876 or 1877.

Q. Where did he come from?

A. I don't remember.

Q. What year did Mr. Cohn come here?

A. He came in October, 1875.

Q. Now, then, Mr. *Mr.* Steinhardt came here about a year afterwards, didn't he?

A. I cannot remember. I do not think it was twelve months.

Q. He came here in 1876 some time?

A. I suppose it was 1876; yes, sir.

Q. Did he continue to make this his home?

WITNESS: After he came here?

Judge WYLY: Yes, sir.

A. He and his wife would go to Quincy in the summer. They counted this as home.

Q. After Mr. Cohn married his daughter did or not Mr. Steinhardt and his wife make his son-in-law's house their home?

1154 A. Yes, sir; when they married they moved to St. Louis In February or March I think it was. I know they afterwards left St. Louis and went to Beardstown and all lived together in the same house. I slept in the store, but ate with the family.

Q. When was that; what year was it?

A. That was in March, 1875.

Q. And you say they moved here then?

A. They arrived here in October.

Q. In 1875?

A. Yes, sir.

Q. What year did Mr. Steinhardt die?

A. I think he died in 1877. I am not positive. I was present when he died in Lake Providence.

Q. Has Mrs. Steinhardt lived here with Mr. Cohn ever since?

A. She went off up North backwards and forwards, but she has no other home.

Q. Did Mr. Steinhardt leave a will?
A. I don't know anything about that.
Q. Was any inventory of his estate taken?
A. No, sir; I think not.
Q. No succession op-ned by the court?
1155 A. No, sir; I do not know.
Q. There was none that you know of, was there?
A. No, sir; I don't know anything about that. I don't think there was.
Q. Do you know whether or not Mr. Cohn ever returned to Mr. Steinhardt any of these moneys that you say he borrowed from him?
A. I never saw Mr. Cohn return any of it. I don't think he did; at least, I never saw him do it.
Q. Do I understand that these moneys that you refer to as having been loaned by Mr. Steinhardt to his son-in-law, Mr. Cohn?
A. Yes, sir.
Q. Have you any knowledge whether any of these loans were ever repaid?
A. No, sir; I have not.
Q. They may have been returned and you not know it?
A. I heard Mr. Cohn say that they had not been returned.
Q. How is it you say these loans may have been returned without your knowing it?
A. I have no knowledge of their being returned.
Q. I understand you to say you had no knowledge of any shipments of goods to Hard Times Landing before the failure?
1156 A. No, sir.
Q. Do I understand you to say that you have no knowledge of any goods being shipped to Milliken's Bend a short time before the failure?
A. We sold goods to Milliken's Bend at different times. I am not certain how long before the failure it was that we sold goods.
Q. About how long was the last shipment to Milliken's Bend made before the failure?
A. I cannot say, sir.
Q. What was the name of the merchant in New Orleans who introduced you to the other merchants there in September, 1881?
A. His name was Lowenberg.
Q. Is he an acquaintance of Mr. Cohn's?
A. Yes, sir.
Q. Of many years' standing?
A. I suppose he has known him for some time.
Q. Is he related to Mr. Cohn?
A. Not that I know of.
Q. Has he been in business for himself?
A. Yes, sir.
Q. Had the house with which that gentleman was connected been selling any goods to Mr. Cohn?
A. Oh, yes, sir; for many years.
1157 Q. What was the name of that house?
A. Woolf & Marx.

Q. What line of business?

A. Clothing.

Q. And you say they had been selling to Mr. Cohn for a number of years?

A. Yes, sir.

Q. Did Mr. Cohn deal liberally with them; buy large invoices?

A. Well, no, sir; not very big ones because New Orleans is not such a good market for clothing.

Q. Did he usually deal with them when he was buying goods in their line in New Orleans?

A. Yes, sir.

Q. How long has their business relations continued?

A. Always.

Q. For many years?

A. Yes, sir; ever since he was in Lake Providence he bought goods from him. He also bought goods from Lobe & Co.

Q. Had he been buying goods from them in the summer and fall of 1880?

A. I don't think he bought so very much because he did not have such a big stock of clothing in 1880. He bought the most of his stock in the North.

1158 Q. Do you recollect whether Woolf & Marx suffered by this failure?

A. I don't remember whether they did or not; but I can't exactly say.

Q. Did they ever complain to you of having been sufferers on account of this failure?

A. No, sir; they did not complain to me.

Q. Were they warm personal friends of Mr. Cohn?

A. Of course I am not supposed to know who his warm personal friends are; he bought goods of them and was well acquainted with them; that is all I know about it.

Q. Did they ever visit Mr. Cohn and his family?

A. No, sir; they never were here.

Q. Did Mr. Lowenberg ever visit the family?

A. Yes, sir; he was their traveling gentleman; he visited Mr. Cohn's family; he stopped there. I know that he stopped there several times when he was here.

Q. When you went down to see Woolf & Marx about buying that stock of goods in September, 1881, did you take a letter to them from Simon Cohn?

1159 A. I don't remember; no, sir. I never taken a letter. I was acquainted with Mr. Lowenberg and it was not necessary to take a letter.

Q. Did you have a letter from Simon Cohn to Mr. Lowenberg?

A. No, sir; I had no letter myself.

Q. When you went down to buy these goods in September, 1881, did you have a letter of introduction or letter upon which you expected to get credit written by Simon Cohn?

A. Not as I remember, sir. His letter would not have done me

much good. I had seen Mr. Lowenberg and he introduced me to those other houses.

Q. Did you take any letter of reference from this town?

A. No, sir.

Q. Did not Mr. Cohn communicate to some business firm in New Orleans the object of your visit to the city?

A. I don't know, sir.

Q. You have no knowledge whether he did or not?

A No, sir.

Q. Did you seek any letter from him?

1160 A. No, sir.

Q. You never enquired whether Woolf & Marx were sufferers by this failure or not, did you?

A. No, sir; I never made any inquiry; I had very little to say about it.

Q. You bought out the store at the Banks place?

A. Yes, sir.

Q. When did you buy goods and where did you buy goods at the Banks store?

A. That stock of goods was brought out from Black Bayou; I moved it out there.

Q. Did you not replenish your stock?

A. Yes, sir; I went to New Orleans.

Q. When?

A. 1882; I think it was the first of October.

Q. Who did you buy goods from in New Orleans to replenish that stock?

A. I had my same house that I had bought goods from before and I got goods also in St. Louis.

Q. You bought goods both in New Orleans and St. Louis? From whom did you purchase the majority of your bills in New Orleans for the Banks place?

1161 A. I don't remember.

Q. Did you buy from Woolf & Marx?

A. Yes, sir.

Q. How much was the invoice you bought from them?

A. I don't know. I didn't buy so much; perhaps five hundred dollars.

Q. Did you buy from Yale & Bowling?

A. No, sir.

Q. Who else did you buy from to replenish the stock in the Banks store?

A. I don't remember all the parties. I don't think I bought from any one in New Orleans except those I have mentioned.

Q. Did you buy goods from any one else besides Woolf & Marx with which to replenish stock at the Banks store?

A. I don't remember. I bought around at different places. I paid cash for what I got. I had money.

1162 *Testimony of John O'Brien.*

MARCH 29, 1887.

JOHN O'BRIEN sworn and examined on behalf of complainants.

Direct-examination by Judge WYLY:

Q. Mr. O'Brien, I will ask you your age and occupation.
A. My age is about sixty; occupation, a carpenter.
Q. Where do you reside?
A. In Lake Providence.
Q. For how many years have you resided here?
A. Twenty-six or twenty-eight. I don't know exactly.
Q. Were you residing in Lake Providence during the year 1880?
A. Yes, sir.
Q. Do you know Simon Cohn?
A. Yes, sir. I have known him ever since he came to this town.
Q. Was he engaged in merchandising on a large scale or a small scale?
A. I don't know anything about that; he was doing a big business, I think.
Q. Were you frequently in and out of his store?
A. Yes, sir.
1163 Q. Did he seem to have a large stock of goods?
A. Yes, sir.
Q. Seemed to be doing a large business?
A. I think he was doing the best business in town.
Q. Was he receiving many goods during the year 1880?
A. I don't know, sir.
Q. Did you notice wagons and drays hauling boxes from the wharf-boat?
A. Yes, sir.
Q. Did he fail as a merchant here?
A. I don't know whether he failed or not. I don't know that; I heard so.
Q. I mean to say, did he get broke or quit merchandising here or did he continue to merchandise after 1880?
A. I heard he broke; I don't know whether he done so or not; I can give you my opinion of it if you want it.
Q. Was there a rumor here that he had failed?
A. Yes, sir.

NOTE.—Objected to on the ground — can only testify as to his own knowledge and not what he heard.

1164 WITNESS: I don't know how to answer you, Judge. I heard some rumors that he had broke and sold out, but in fact I don't know anything about it except what I heard; I don't know anything about it of my own knowledge.
Q. Was his store shut up by the sheriff?
A. I don't know, sir.

Q. Did you ever notice his store closed up—the doors closed?

A. I cannot recollect; I don't know whether it was or not; I paid very little attention to it then.

Q. Did you know of the sale by the sheriff of the stock in that store after it was closed?

A. Well, I think there was.

Q. Was that down at the brick store?

A. Yes, sir; I am not certain, though.

Q. Had the doors of that brick store been closed up for a number of days before the sheriff sold out the business?

A. I don't know whether it was or not. I don't know whether the doors were closed or not.

Q. Did you observe that business seemed to be stopped?

A. I don't know anything about that.

1165 Q. Had you passed by that store prettie often?

A. No, sir; not very often. I passed by there sometimes, of course; I don't recollect how often. I did not pay much attention to anything like that.

Q. When did the failure occur?

A. I don't know, sir.

Q. You don't remember the year?

A. No, sir.

Q. Who has been conducting business at that store ever since?

A. Mr. Meyer & Mr. Cohn.

Q. Since 1880?

A. I don't recollect the date; I cannot recollect the year. I don't know anything about that. I know Mr. Myer and Mr. Cohn was there in the store. I was in the store maybe once or twice.

Q. Do you remember when Mr. Myer came up here to open the store?

A. I do, sir.

Q. Where did he open?

A. In that corner store where McRea is, I think.

Q. Was Mr. Cohn or not carrying on a store at that time or had he stopped?

A. I think Mr. Cohn was carrying on a store down yonder then—that is, at the brick store.

Q. How long did Mr. Myer continue to be here?

1166 A. I don't know, sir.

Q. Was it a week or two or a year or two?

A. I don't remember the time. I remember I packed up his furniture when he left. I don't know how long ago that was.

Q. Who was interested with him in the business?

A. I don't know.

Q. Did Mr. Cohn have any interest in that store?

A. I don't know anything about that.

Q. Do you know anything about where Mr. Myer got his goods?

A. I don't know anything about that.

Q. Do you know whether he bought any goods from the wharf-boat or not?

A. I don't know anything about that.

Q. You say you packed up his goods when he went away?
A. I packed up Mr. Myer's furniture.
Q. Where did Mr. Myer go after he left his store here; what store did he go to then?
A. I don't know, sir.
Q. Who kept the brick store; who ran it up to the time Mr. Myer went away? Who kept the brick store in the meanwhile, while he was here?
1167 A. I suppose Mr. Cohn did.
Q. Did he seem to be interested in the business then?
A. Yes; I think so.
Q. Does Mr. Cohn still run the brick store?
A. I don't know, sir.
Q. Was he running it last year, as well as you could judge?
A. I believe so.
Q. Has he been pretty generally in the brick store for the last four or five years?
A. Yes, sir.
Q. Seemed to have control round there and the management of it?
A. I think so.
Q. Have you ever done any work for him in the brick store within the last four or five years?
A. Yes, sir; I built two little houses for Mr. Cohn.
Q. Did he furnish you goods out of the brick store?
A. Yes, sir.
Q. Have you been trading with him in the brick store within the last four or five years?
A. Yes, sir; I believe I have traded a little with Mr. Cohn?
Q. You say he furnished you goods out of the store?
1168 A. Yes, sir; he gave me some goods and some money; he always paid pretty well.
Q. Well, then, you have been in the brick store at different times during the last four or five years and traded there?
A. Yes, sir; I have bought some little things there.
Q. Did you ever buy some goods from Mr. Cohn from that store?
A. Yes, sir.
Q. Did he seem to be boss of the store as far as you could see?
A. I considered him boss of the store.
Q. Did he ever go to the safe to get any money out to pay you while you were there?
A. I don't recollect.
Q. Did he ever make any payments of money to you in the store?
A. He has.
Q. Paid you in the store?
A. Yes, sir.
Q. Has he ever invited or solicited your trade, asking you for trade like other merchants do?
A. Well, now, I don't recollect that; I don't think he has.
Q. Have you spent some of your money in the store with him?
A. Yes, sir; I have.
Q. Did you get pretty good bargains?

NOTE.—Objected to as irrelevant.

A. Well, about as good as anybody else.

1169 Q. What amount of stock has been kept there for the last five or six years—I mean as to the size of the stock and its value?

A. I think Simon Cohn always kept a pretty good stock.

Q. And seemed to be a pretty large stock of goods?

A. Yes, sir; I think when he first open-d up he kept a very big stock.

Q. Do you know Mrs. Henrietta Steinhardt?

A. Yes, sir; I do, sir.

Q. Has she had full management of that store?

A. I don't think so. I think Mr. Cohn had the management of it. It appeared to me that he had the management of the store. It seemed to me she didn't have anything to do with the store. I have seen her in the store, though.

Q. Did I understand you to say that Mrs. Steinhardt sometimes visited the store?

A. Yes, sir; I have seen her there Saturday evenings.

Q. Did she seem to take control of the store when she came there?

A. No, sir; she sat down there. I have seen her sitting down when I was there, particularly when I was working.

1170 Q. Nevertheless, you have seen Mrs. Steinhardt and Mrs. Cohn in the store and Mr. Cohn seemed to be boss?

A. I think so.

Q. They never interfered with business in the store?

A. No, sir; I always saw them sitting down.

Q. Did you regard them in the capacity of visitors?

A. Yes, sir.

Q. Did Mrs. Steinhardt ever seem to give any directions or orders how things should be done about the store?

A. No, sir; I never heard her say a word.

Q. Was she generally there or only occasionally there at odd times?

A. I used to see her there occasionally.

Q. She was not down at the store every day?

A. Oh, no, sir.

Q. Was she an old lady, rather infirm in health?

A. She is an old lady. She walks as if she were lame. She looks healthy enough, though.

Q. Do you think she is able physically to conduct the business of that store?

A. I think if the store belonged to her and if she was willing to go down there to attend to it perhaps she could do so.

1171 Q. Who did the store belong to?

A. I don't know, sir. I suppose it was Mr. Cohn's.

Q. From what you could see and judge?

A. Yes, sir.

Q. You think it was Mr. Cohn's?

A. Yes, sir.

Q. Did I understand you to say that she claimed to have some rights in the store, some title to the store—Mrs. Steinhardt, I mean?

A. I don't know anything at all about that.

Q. Did Mr. Cohn within the last four or five years seem to be boss of the store and manage it?

A. Yes, sir; as far as I know.

Q. He has employed you to work for him?

A. Yes, sir.

Q. And you have traded at the store and bought goods there?

A. Yes, sir.

Q. Did Mr. Cohn ever come into the store at Mr. Myer's here on Lake street and seem to have anything in that business?

A. I don't know, sir. I don't know anything about that.

Q. Did you ever know of any goods having been removed from that store in the night-time and carried off on drays?

1172 A. I don't know, sir.

Q. Who were the draymen for Mr. Cohn generally?

A. That I cannot tell you.

Q. Do you know John L. Martin?

A. Oh, indeed I do.

Q. Was John L. Martin considered a man of means?

A. I never heard of his being a man of means.

Q. Do you remember anything about the store that he had out on Black Bayou?

A. I heard that he had one out there.

Q. Did he have any capitol to begin his store out there?

A. I don't know whether he had or not.

Q. Did he seem to be a man of any wealth or means?

A. I don't know anything about his wealth.

Q. Were you ever out there in the store?

A. No, sir.

Q. Did Mr. Martin ever get any goods here in town from Mr. Cohn or Mr. Myer?

A. I don't know, sir.

Q. Do you know anything about the Banks store that Mr. Martin opened up afterwards?

A. I heard that he had one there.

1173 Q. Were you never down there?

A. No, sir; not while he was down there.

Q. Do you know whether he ever got any goods or assistance from Mr. Cohn?

A. I do not.

Q. Did Mr. Cohn have any interest in that business down there?

A. I don't know that he did; if he did he would not let me know, or anybody, I reckon.

Q. What occupation did Mr. Martin pursue before he went out on Black Bayou?

A. He was clerk for Mr. Cohn.

Q. Was he a married man when he was clerk for Mr. Cohn?

A. Yes, sir; he married while he was clerking for Mr. Cohn; I think so.

Q. Did he seem to support his family in good style—spending much money in that way?

A. I don't know, sir; I don't know how much means he had. He seemed to dress pretty well.

Q. Kept house?

A. I never was inside the doors of his house.

Q. I asked you whether he was keeping house or was boarding.

A He was keeping house.

Q. Did he keep house here in town?

1174 A. Yes, sir.

Q. You know nothing as to his means and what he spent in that way?

A. I don't, sir; he may have had money that belonged to him, but I don't know it.

Q. In your various transactions with Mr. Cohn, where he has employed you to work for him and you have gone to work at the brick store and traded with him, was his dealings with you of such a character as to impress you that he was boss?

A. Yes, sir.

Q. Did he seem to dominate and control that business as though he was absolute owner?

A. Yes, sir; he seemed to be the owner of the business.

Q. Has he dealt with you in the apparent capacity as owner of the store?

A. Yes, sir; I always considered him the owner.

Q. There was nothing in his conversation or business relations with you that impressed you that he was simply an agent for somebody else or an employer?

A. No, sir; I always took Mr. Cohn to be the owner and proprietor of that place.

1175 Q. You always regarded him as proprietor?

A. Yes, sir.

Q. There was nothing in his dealings to make you believe he was not the owner?

A. No, sir.

Q. Didn't he absolutely control that store, just like any other owner would control his own property?

A. I think so.

Q. Mr. O'Brien, was not Mr. Cohn engaged in supplying the negroes and families and others?

A. I hear so.

Q. Did Mr. Cohn seem to have a great many customers; didn't he seem to do a large business?

A. Yes, sir.

Q. Do you know Mr. Fisher?

A. I do.

Q. Was he in that store last year?

A. Yes, sir.

Q. What capacity did he seem to occupy in the store last year?

A. He seemed to be clerking.

Q. Who is in that store now?

A. Mr. Fisher.
Q. What capacity does he seem to occupy now?
A. I don't know; I see his name upon the sign.
Q. That is all you know about it?
1176 A. Yes, sir.
Q. Does Mr. Cohn seem to go about there yet?
A. I don't know, sir; I never interfere with Mr. Cohn's business.
Q. When did Mr. Fisher put his sign up?
A. I seen it on Sunday.
Q. Last Sunday?
A. Yes, sir.
Q. Would you know that Mr. Fisher was boss except for his having his sign up?
A. Some one told me that Mr. Fisher had bought out Mr. Cohn and said that Mr. Cohn had no interest. They said that Mr. Cohn had no more interest in it.
Q. When did you hear this?
A. I heard Mr. Fisher say that to some of his customers; that was about Christmas times.
Q. This last Christmas?
A. Yes, sir; this last Christmas past.
Q. Were you ever present when Mr. Cohn made any statement or did Mr. Cohn make any statement in your presence about that brick store?
A. No, sir; I don't know anything about it. They would not let me be present or any one else when they were settling.
1177 Q. Do you know anything about any settlement between Mr. Myer and Mr. Cohn before he went away?
A. I do not, sir.
Q. Who were the clerks Mr. Cohn had there as well as you can recollect within the last four or five years?
A. I know Fisher was there.
Q. You were never employed by Mrs. Steinhardt to do any work there, were you?
A. Oh, no, sir.
Q. Did she ever pay you any money or talk any business to you?
A. No, sir.
Q. Has Mrs. Steinhardt ever taken any personal control of the business in this town as well as you know?
A. Not a bit. In fact, I think, she has not—in fact, I almost know so.
Q. Where does she live?
A. She lives with her son-in-law and daughter.
Q. Seems to make their house her home?
A. Yes, sir.
Q. How long has Mrs. Steinhardt lived with Mr. Cohn and his family?
A. I cannot tell you.
Q. Did they come here about the same time?

1178 A. I think maybe they did. I think Mr. Cohn, perhaps, came first, and when he came back, I think, the old lady came with him.

Q. Did you know Joseph Steinhardt?

A. I know him well.

Q. Was he a man of wealth?

A. I don't know, sir.

Q. Did he seem to be a man of wealth?

A. I don't know anything about it.

Q. What aged man was Mr. Joseph Steinhardt?

A. About sixty, I think.

Q. Was he a good strong man or a weakly man?

A. He seemed to be a pretty good, stout, healthy man when I saw him last.

Q. Where did he live when he was here?

A. He lived with his daughter and Mr. Cohn.

Q. Did he engage in any business here?

A. No, sir; not as I know of.

Q. Seemed to be without occupation here?

A. Yes, sir; that is what I think.

Q. When did he die?

A. I don't know, sir.

Q. How long was he here before he died?

A. Four or five years.

1179 Q. You say you knew him intimately?

A. I did, sir. We were very good friends.

Q. How long was he here before he died?

A. I don't know, sir. I think he lived a couple of years. I think he used to go away in the summer.

Q. Did you understand this was his home?

A. No, sir; I heard that he had a place in Illinois.

Q. Did he seem to be here to be with his daughter?

A. Yes, sir; he seemed to be very much attached to his daughter.

Q. You say he had a home in Illinois?

A. Yes, sir; I think he stated he had a nice place up there, and that he only had one daughter.

Q. And he lived here with her?

A. Yes, sir.

Q. Did he get sick long before he died?

A. I think he had a little fever.

Q. Did he leave any estate here?

A. I don't know, sir.

Q. You have stated that you were pretty intimate with him?

1180 A. I did, sir.

Q. If he had left much property, would not you have known it?

A. If he had told me I would.

Q. Did you ever regard him as a man of means?

A. I don't know whether he had means or not.

Q. Did he seem to live economically or otherwise?

A. He seemed to be pretty well supplied, living like a country gentleman.

Q. Do you know or have you any knowledge as to the means Mr. Joseph Steinhardt had at the time of his death?

A. Now I do not.

Q. Why did he say he had quit business?

A. I don't know whether he was in business or not. He told me he had only one daughter and he wanted to be by her as much as possible.

Q. Did you ever know him to pursue any occupation in this town?

A. No, sir; I did not.

NOTE.—Counsel for defendants object to the testimony-in-chief of this witness on the ground of its being leading and irrelevant and not pertinent to the issue of this case.

1181 Cross-examination.

By Mr. KENNEDY:

Q. Mr. O'Brien, your knowledge of the business at the brick store is derived from your being there, like any other customer, was it?

A. Yes, sir.

Q. You did not know anything about the business of the store?

A. No, sir.

Q. You did not know who the owner of the business was, did you?

A. No, sir; I did not know. I used to go in and out of the store like other people.

Q. What you have stated about Mr. Cohn's management there is derived from what you saw and only in that way?

A. That is all, sir.

Q. You don't know whether he was the owner of the store or not or whether he was there simply as agent for Mrs. Steinhardt?

A. I don't know it myself. He may have been chief clerk or he may have been the owner. I don't know.

Q. You don't know whether he was agent for Mrs. Steinhardt or not?

1182 A. I don't know whether he was agent or chief clerk or what he was.

Q. Then, Mr. O'Bryan, you absolutely have no personal knowledge of the affairs and business of that store and who the owner of it was?

A. I know nothing about it.

FRIDAY, *April 1st*, 1889.

JOHN O'BRIEN recalled on behalf of the complainants.

Direct examination.

By Judge WYLY:

Q. Mr. O'Brien, did you ever see any wagons or drays hauling boxes or goods from the brick store to the store on Lake street occupied by Manfred Meyer?

A. I don't know as I ever saw goods come from the brick store to that store.

Q. Where did you see goods come from?

A. I don't recollect where they were coming from.

Q. Did wagons and drays pass your dwelling-house?

A. I seen drays pass by my house and I seen wagons in the night.

Q. Was that soon after Mr. Myer opened?

1183 A. Well, yes. I saw wagons and carriages coming backwards and forwards like that.

Q. Did you see any wagons with goods or boxes passing by your house in the direction of Manfred Meyer's store in the night-time?

A. No, sir; I never seen any wagons or drays.

Q. Do you swear that you never saw any goods at any time taken to Manfred Meyer's store?

A. No, sir.

Q. Who was drayman for Simon Cohn?

A. I don't know, sir.

Q. Do you know Wash. Stewart?

A. Yes, sir; I know him when I see him. He is not here now.

Q. Was he drayman for Mr. Cohn when he was here?

A. I don't know, sir.

Q. Did you ever see Wash. Stewart hauling any goods out of the brick store at any time?

A. No, sir; I do not think I seen him hauling any goods out of the brick store.

Q. Did you ever see any person take any goods out of the brick store?

A. No, sir; I did not see any wagon going from the brick store.

1184 Q. Do you swear that you have no knowledge or any information about any goods being taken from the brick store to Manfred Meyer's store?

A. I swear positively that I don't recollect of any goods coming from the brick store to Manfred Meyer's store, but I will state that I have seen some going into this store where McRea is now. I will state positively that I did not know where the goods came from, whether they came from the brick store or what store they came from. I can't say that they came from the brick store. I have got no information about the matter.

Q. Are you able to name any one who has that information?

A. I cannot.

Q. When was it you saw these goods?

A. I cannot tell.

Q. About what time?

A. I cannot tell.

Q. Was that after Manfred Meyer had opened?

A. Yes, sir; I think it was.

Q. Where did these wagons go? Through what streets did they go?

A. They passed by my house?

Q. Any drays?

A. I didn't see any drays. Yes; I saw one dray.

1185 Q. Who was the drayman?

A. I cannot even tell you who the drayman was.

Q. Was it Wash. Stewart's dray?

A. I suppose it was.

Q. What time, day or night, was it that you saw Wash. Stewart's dray go there with goods?

A. I did not see him in the day at all. I think it must have been between eleven and twelve o'clock at night; somewhere about eleven or twelve at night.

Q. Was the dray coming from the direction of the brick store?

A. I can give you no information on the subject. I saw it going up the street. It may have been going from the wharf-boat or Mr. Sullivan's.

Q. Was the brick store in the direction of the rear of the wagon or the front of the wagon as it was passing along the street?

A. It was not directly in the rear of the wagon from my house.

Q. In going to the brick store from your house which way was the wagon going; on what street?

A. It was going up the street by my house on the way from the brick store.

1186 Q. Was that the way to this other store?

A. Yes, sir; that was one of the ways.

Q. That was the main and particular way from your house to the brick store, wasn't it?

A. Well, yes, sir.

Q. It was a short distance, wasn't it, from your house to the brick store?

A. Yes, sir.

Q. And that was the way in which the wagon was going, wasn't it?

A. Yes, sir.

Q. Did it attract your attention?

A. It did not.

Q. Do you swear it is the custom in Lake Providence to run drays with goods on them at night-time, at twelve o'clock at night?

A. Indeed, I don't know, sir.

Q. Did you ever see any drays but this one running at that hour of the night with goods?

A. I don't know; I cannot state; but I have seen Henry Dreyfuss hauling goods at night; I have seen him hauling at night once or twice.

Q. Where were you when this dray of Wash. Stewart's passed by with those goods?

1187 A. I was standing on my gallery.

Q. Is not your house in the rear of Manfred Meyer's store?

A. Yes, sir; right in the rear. You can see right into the back door from my front yard.

Q. How long was this before the failure of Cohn?

A. I do not know, sir.

Q. How long was it before Manfred Meyer opened his store here?

A. Not long.

Q. Wasn't it notorious that Manfred Meyer was getting his goods from that brick store? Wasn't that the talk of the town?

A. There were some remarks to that effect.

Q. You say there were remarks made?

A. Yes, sir; I heard some remarks to that effect.

Q. Was that about the time you saw this dray-load of goods going in the night-time?

A. I cannot tell you.

Q. Was it within a week or two or any time about that period that you heard these remarks?

A. Judge, I cannot really recollect, for I don't know when it was when I heard them, as I stated before.

1188 Q. Did you hear those remarks made soon after Manfred Meyer opened his store here in this town—that he was getting his goods from Simon Cohn?

A. I don't know how soon it was after I heard the remarks, because I used to hear remarks and rumors every day. I don't know whether it was a month or a week after he opened.

Q. From whom did you hear those remarks?

A. I don't know, sir.

Q. Who else was on the gallery besides yourself when you saw those wagons?

A. Myself alone.

Q. Did you speak of that to some one?

A. No, sir.

Q. Never did?

A. No, sir.

Q. Do you swear you never told any one about seeing these goods passing by your house *house* at twelve o'clock at night on a dray?

A. No; I won't swear to that.

Q. Do you refuse to answer that—the question?

A. No; I won't swear to that. I have answered the question.

Q. Then you mean to say you have not talked to any one about it?

1189 A. I believe I mentioned it to one.

Q. To whom did you mention it?

A. I mentioned it to Dave Morgan. That was the very day I was summoned here before you.

Q. Is that the first time?

A. The first time I recollect of and the last time.

Q. You mean that you mentioned it to Dave Morgan the day you wer- summoned to appear as witness?

A. Yes, sir.

Q. I will ask you whether you have been urged or requested by any one in town not to attend and give your testimony in this case.

A. I have not been urged, but I have been told that you could not keep me here; that you had no business to keep me away from my business. I stated I would come because I did not want to have anything to do with the law.

Q. How often were you told that?

A. Two or three times.

Q. Since you have been summoned this last time?

A. No, sir.

Q. By whom were you told that?

A. God knows. I cannot recollect.

1190 Q. Were you not told by Simon Cohn that you need not appear here and give your testimony as witness?

A. No, sir; I was not told anything about it by Simon Cohn. Simon Cohn has not told me any such things. He did not tell me in any such manner.

Q. In what manner did Simon Cohn tell you?

A. I saw Simon Cohn that first day. He said Judge Wyly could not order me before the commissioner; it is too late now. I came up here once and there was nobody here, and Cohn says to me, "Now (says he) you can go to work. Now you can go about your work." I think those were his exact words.

Q. Do you swear that since the commissioner has been taking testimony *hear* at this time that you have not been told by Simon Cohn that you need not give your evidence unless you wanted to, or words to that effect?

A. No, sir; he has not said that at all.

Q. Was there not some such conversation in the presence of another party?

A. He told me the first day. I think he says, "I don't be-

1191 lieve they can force you to stay here. You have got your work to attend to, and I don't think they can keep you here." He said, You can go to your work whenever you want to.

Q. Did he not seem anxious for you to go away?

A. Well, I cannot state; I was anxious to go away myself because I had work that was pressing on me to do for other parties. I had made all my arrangements to go away.

Q. Did Simon Cohn suggest to you in the presence of some one else that you need not stay here and give your testimony unless you wanted to, or words to that effect?

A. No, sir; I ain't going to tell you a lie for Simon Cohn or any one else. Whoever told you that told you a lie.

Q. Was that all he said to you?

A. That was all.

Q. Was that the only time?

A. Yes, sir.

Q. Do you swear that he never made the suggestion to you but once?

A. I won't; he may have made it once, perhaps three times, but the substance was the same thing because there were persons pressing me to go to work.

1192 Q. Why did you talk to him about it? You were not summoned by him.

A. Because I thought he had some interest in the case and because I thought he knew and because he knew I wanted to go away, because it was his case and because I thought he was to blame for keeping me here and I wanted to go away.

Q. Now was it that you were summoned by complainants Wood & Lee and you did not go to their attorney and ask to be excused, but you went off and talked to the other side about it?

A. I don't know; I cannot answer that.

Q. Do you refuse to answer?

A. No, sir; I don't refuse to answer anything. If I had known it was Wood & Lee who was keeping me here I would have gone to their attorney; but the attorneys were always so busy I did not like to bother them.

Q. Why didn't you go to the commissioner and make inquiries about that?

A. I swear I don't know; because I did not think he would leave me off.

1193 Q. What led you to believe that Simon Cohn had the authority to excuse a witness summoned by Wood & Lee?

A. I believed no such thing; I did not think any such thing.

Q. Now, as you know that Simon Cohn had no authority to excuse you as a witness for Wood & Lee, why did you have all this talk with him about going off?

A. Because I saw him on the street and thought that he knew about it.

Q. I will ask if Simon Cohn has not been extending some favors to you since you were summoned as witness in this case.

A. No, sir.

Q. Has he been giving you any work since you had this conversation with him the first time and since you have been in this case?

A. Not a bit. I did a little work for him, though; I built a little house.

Q. Has he been offering to treat you?

A. Yes, sir; treated me two or three times—three or four times, I believe; I treated him once.

1194 Q. Had he been treating you on the day that you had this conversation with him about going off?

A. I believe we did have a drink; I believe we did go and take a drink; I believe the commissioner was with us.

Q. Did you ever take a drink when the commissioner was not with you?

A. I have; fifty of them.

Q. When you were first summoned to come and give your testimony in this case did not Simon Cohn and his friends treat you quite often?

A. No, sir; I think not; I don't know whether he did or not. I took a drink with Cohn and I paid him back by treating.

Q. Do you swear that you do not know anything more about the affairs of Simon Cohn than you have testified to?

A. No, sir; I do not know anything about Simon Cohn's affairs and I don't know anybody that knows anything about Simon Cohn's affairs.

Q. This moving of goods to Manfred Meyer's store, for instance?

1195 A. I don't know whether he moved them from Simon Cohn's store or not. I swear to that positively.

Q. Can you not name any witness who can give any information or proof in regards to the alleged giving away of his property by Simon Cohn?

A. I don't know. If you found out who his clerks were, of course they ought to know his business. I don't know anything about it except what I hear.

Q. What did you hear about it?

A. I heard he had sold some place to Phil. McGuire. I heard he had sold it to Meyer and I heard also he had sold it to Fisher.

Q. Was it generally known in the country that he was transfer--ing his property, trying to beat his creditors or not?

A. I don't know that, Judge. I don't know whether he was trying to beat his creditors or not.

Q. Who else besides Mr. Morgan did you tell about that dray-load of goods going to Meyer's in the night?

A. I swear I don't recollect.

Q. Do you swear that you did not tell some one else about that?

1196 A. I don't recollect now. It is possible I may have done so. If I did I don't recollect. I know I was drinking a little at the time and told Morgan on the street.

Q. What did D. L. Morgan say about it?

A. I cannot tell you that, neither; I cannot tell you now; I don't recollect what he said; if I did I would tell you right now.

Q. How is it that you recollect your remarks and don't recollect his response?

A. Morgan came to me on the street and said, "You had better settle this with Cohn;" (he says) "let me settle this thing; don't you go there now;" as I told Cohn after that he owed me thirty-four dollars; says I, "Cohn, you had better pay me before you go into that court." I wanted to try and get my money out of Cohn; that is an honest fact; and says Morgan to me, "Make him pay you;" says Morgan, "Let me go and see Cohn." "Well," says I, "you can." He went to see Cohn and came back; he says, "I believe this is fixed." Cohn met me on Levy street and called me; 1197 he said, "I will give you a ten-dollar bill;" here I said, "What is that for?" He says, "This is one payment for the work you did." He said, "I can give you this ten-dollar bill now, but I am pushed and I will give you the balance some other time."

Q. After you told Morgan about seeing that dray-load of goods go by your house in the night-time, was it then that Morgan told you to make Cohn pay you?

A. Yes, sir; I believe he was a friend to me. It was after the time I told him about seeing the goods on the dray, but I don't know whether they were going to Meyer's or not.

Q. Don't you think that you got this ten dollars in that settlement with Mr. Cohn because Cohn found out you knew something about the goods being drayed passed your house in the night-time?

A. I think that was the reason I got the ten dollars; yes, sir; I think so.

Q. Then you think if you had not mentioned to Morgan seeing

the goods on the dray that you would not have got the ten dollars at that time?

1198 A. Well, I think maybe he paid me because I knew the goods were hauled on the dray. I think if he had not known that I knew about that that I would not have got the money that was paid me by Simon Cohn at the time. I think I would have got it anyhow, but I think my speaking to Morgan at that time was the cause of my getting the ten dollars when I did; that is what I honestly think.

Q. Do you think you scared him into paying you that much at that time by the statement that you made to Mr. Morgan?

A. I think that was the cause of my getting the ten dollars.

Q. After Mr. Cohn heard that you knew about the goods on the dray, did he seem more anxious to pay you then than he did before?

A. He has never said anything since.

Q. Did not he tell you that he was pushed when he paid you that ten dollars?

A. Yes, sir.

Q. So you got ten dollars and a promise to pay you the balance when he knew that you knew something about the goods on the dray?

1199 A. I don't know whether that was the cause of it or not; I cannot swear to that, but I believe that was the reason.

Q. Did not Mrs. O'Brien see the dray taking some goods along that street at night?

A. Not a bit. No more than you did; she was in bed.

Q. Can you mention the name of any one else who saw the goods being drayed in the direction of that Manfred Meyer store?

A. I cannot.

Q. When you saw that dray that night did you not ask Wash. Stewart whos- goods they were and where they were going?

A. I did not.

Q. Did you make any remarks to him at all?

A. I did not say a word about it.

Q. Do you know anything about any goods going out to the Black Bayou store?

A. I do not.

Q. Do you know anything about that Black Bayou business?

A. I do not.

Q. Do you know the name of anybody who does know?

A. I do not.

Q. Do you know anything about Banks' store?

1200 A. I know there was a store out there that Martin had.

Q. Do you know whether Simon Cohn had any interest in that store?

A. I do not.

Q. Do you know the gray horse which Johnnie Martin used to drive?

A. Yes, sir.

Q. Who did that horse belong to?

A. I don't know, sir.

Q. Did Mrs. Steinhardt ever take any control of that business round there?

WITNESS: What business?

Judge WYLY: The brick store business.

A. I have seen her round there; she was sitting right down on a chair.

Q. Did she seem to be in charge of the store?

A. I considered Mr. Cohn in charge of the store. I have seen Mrs. Cohn and Mrs. Steinhardt sitting down there. I noticed them particularly during the month of November and a portion of December, while I was building a little house down there.

Q. From your observation about that store, did you consider that Mr. Cohn was the proprietor?

1201 A. I did, sir.

Q. And you have deal- with him in that capacity, have you?

A. I have.

Q. And from his course of dealing with you you were led to believe that he was the proprietor of that store?

A. I think so.

Q. If Mrs. Steinhardt had been the proprietor of that store, having charge of it, having control of it, don't you think you would have known it?

A. I don't know. I may have heard it. I may have heard it, but I don't know it.

Q. If she had been there in charge of it don't you think you would have known it?

A. I suppose she would pay out money if she was authorized to pay it out.

Q. But you always found Mr. Cohn in charge of the store in your transactions that you had done there?

A. Yes, sir; that is what I think.

Q. Did you hear that Mrs. Steinhardt was the proprietor of that store?

A. No, sir.

Q. And, as far as you could judge, you considered Mr. Cohn

1202 the proprietor of that store all the time? The brick store, I mean.

A. It seemed so to me. All the money that was coming to me I would get it from Mr. Cohn, either from him or by his orders. If I wanted ten or fifteen or twenty dollars I would get it from him.

Q. Did you ever notice him buy and ship cotton from that store on Saturdays?

A. I don't know anything about that.

Q. Did you notice wagons going there with cotton?

WITNESS: You mean last year?

Judge WYLY: Yes; the last year he was in business. Did he seem to buy and weigh cotton?

A. I believe I have seen him by the scales. I don't know whether he was buying cotton or not.

Q. Has not Mr. Cohn been present during the whole of your examination as witness in this case?

A. I believe he has. I think he has. I don't know whether he was here at the first part of it or not.

1203 NOTE.—All legal objections to the foregoing testimony are hereby reserved by counsel for the defendants.

Cross-examination by Mr. COHN:

Q. Mr. O'Brien, how does it come that you are summoned in this case?

A. I don't know, sir.

Q. Has not Judge Wyly spoken to you on the street and asked you if you know anything about this case?

A. He has yesterday.

Q. Has he spoken to you once before on the subject, trying to pump and see what testimony you could give?

A. He has spoken to me.

Q. Do you know if Judge Wyly has talked to other parties trying to get them to give testimony against me in this case? Have you heard it rumored around that he has?

A. Yes, sir; I have heard that rumored.

NOTE.—Counsel for complainants object to the statement of the witness as to rumors; that witness must state what he knows himself.

1204 Q. Have you heard that Judge Wyly was trying to get up testimony in this case?

A. Yes, sir; it is not rumor; everybody in town knows it; that is not mere rumor—everybody knows that.

Q. Did Mr. Morgan ever tell you that Judge Wyly told him what he wanted him to do with regard to this case?

NOTE.—Objected to as irrelevant.

A. I don't recollect; he might; it is possible he might.

Q. Did not Judge Wyly ask you before you were summoned something in regard to this case?

NOTE.—Objected to as irrelevant.

A. I don't think Judge Wyly ever spoke to me at all about this case yesterday.

Q. Will you state what he said yesterday?

A. He asked me to give him some points.

Q. Did he mention what points to give him?

A. No, sir.

Q. Mr. O'Brien, if I would not have paid you that ten dollars would you have given the same testimony as you did if I had not paid the money?

1205 A. Yes, sir; the very same thing.

Q. Do you think that ten dollars was given to influence your testimony?

A. No, sir; it had nothing to do with the case.

Q. I just paid you that ten dollars because I owed it to you?

A. Yes, sir; you owed me the money and paid it on account of the bill.

Q. Now, don't you think if I had been scared of your testimony that I would have paid you the balance?

A. Well, I suppose that you might have done so if my testimony would hurt you very bad. I think you would have paid me the balance.

Q. Now, Mr. O'Brien, how did I know that you were going to testify to here? Did I know anything about the dray hauling goods? Were you aware that I knew what you were going to testify to?

A. You did not know what I was going to testify to?

Q. You were not aware that I knew anything about the dray-load of goods when I paid you the ten dollars, were you?

A. I believe you did.

1206 Q. You state you have seen a dray-load of goods going by your house. Do you know what man these goods were for?

A. No, sir; I don't know what kind of goods they were, either.

Q. You don't know where they came from, do you?

A. No, sir.

Q. Or where they went to?

A. No, sir.

Q. Now, Mr. O'Brien, I will state to you when you came to me to ask me if you could go and I said to you I thought you could go didn't you think it was a benefit to me for you to stay here.

A. I did not know whether it would be a benefit or an injury.

Q. What did I state to you then?

A. When I asked you if I could go away I did not know whether my testimony would injure or benefit you.

Q. Now, Mr. O'Brien, when you told me you were going to see Captain McGummery, the attorney, didn't I tell you that was the best thing you could do?

A. Yes, sir.

Q. Have I not been in the habit of treating people since you knew me?

A. Yes; you are a pretty liberal.

Q. Have I treated you long before this case was brought up?

1207 A. Well, yes, sir; occasionally.

Q. Have you seen me treat people who are witnesses in this case?

A. I have, many times.

Q. Now, Mr. O'Brien, I want you to state if those wagons came from the wharf-boat—if they came from that direction and came to the store at the corner would they not go the very same direction as if they had come from the brick store?

A. Certainly, sir.

Q. You live on a public street, don't you?

A. I do, sir.

Q. Now, is it not customary in this town if a man hauls goods from the wharf-boat to go by your street?

A. They do. There are three or four stores that they have to pass by my house to go to. This is as good a street as any to go on.

Q. Now, Mr. O'Brien, you know Mrs. Steinhardt personally?

A. Yes, sir.

Q. Do you know whether she was a lady of means—had money?

A. I heard she did. It was reported here that her husband was rich; in fact the old man told me they were well off.

NOTE.—Objected to as hearsay testimony.

1208 Q. Now, Mr. O'Brien, did you not know that I was in the store as agent? Have you not seen the sign in front of the store with "agent" on it?

A. Yes, sir.

Q. Did you know who the agent was before then?

A. I did not know who was the agent, but I have seen it on the sign as agent, like O'Sullivan is agent.

Q. Well, all the bills that you bought in the store, how were they made out?

A. "Simon Cohn, agent."

Q. Now, Mr. O'Brien, I will ask you if it ain't necessary for Mrs. Steinhardt to have an agent to carry on her business.

A. Certainly; I am satisfied it is. She could not do it herself. I see that plain enough. I have been knowing her since she came to town; she is a mighty good woman.

NOTE.—Objected to as irrelevant.

Q. You have been to the store off and on as much as any man in town?

A. I suppose so, sir.

Q. Was not Fisher there oftener than I was?

A. I was only there a few times in the year.

1209 Q. Did you have as much settlement with Fisher as you did with me?

A. In paying my bills he would come around to collect it.

Q. Well, in the store who had most of the settling and superintending?

A. Fisher seemed to be head clerk.

Q. Had full control of the business?

A. When I got my money you told him to pay me. He would not pay me unless you told him. Yes; he did pay me once. Once you told him to pay me eight dollars. I think he was the party who paid me most of the time.

Q. Well, was not Fisher more boss in the store than I was?

A. Well, I suppose he was chief clerk; I suppose he would have charge of it if he was chief clerk; yes, sir.

Q. Do you know the reason why Judge Wyly has had you up here to-day to re-examine you?

A. I don't know that; somebody has been telling him something about me; perhaps he thought he could get something out of me; I reckon that was it.

Q. You have been here once before, haven't you, and given your testimony?

1210 A. Yes, sir.

Q. You don't know any reason why he had you up here to-day, do you?

A. I don't know anything about it.

Q. How long have you known me?

A. Since you came to town, ten or twelve years ago.

Q. Well, you know my reputation in town, my commercial standing, and what people think of me, don't you?

A. People think Cohn is a pretty good fellow.

Q. How often have I failed since I have been in business as long as you have known me?

A. I don't know whether you have failed at all. I told you I heard down there at the store you had failed.

Q. Were you living here when I first came here?

A. I think so, sir.

Q. Did I open a large or small store?

A. It was a large store; the largest I ever saw here.

Q. Have you heard on the street that Judge Wyly made a remark to some one that he was fighting this case for malice and not with the expectation of getting anything out of it?

1211 A. I heard that Judge Wyly was fighting this case for his friends, trying to get money for his friends.

Q. Do you know what amount is involved in this case?

A. I heard somebody say ten or twelve thousand dollars.

Q. Do you know how much I owe to Wood & Lee?

A. I don't know.

Q. Did not John Williams tell you something that Judge Wyly told him?

A. I don't recollect that he did.

Q. Did you know four or five months before you were summoned as witness that Judge Wyly was going to have you summoned?

A. I did not. It might be I heard it, but I don't recollect.

Q. Were you here at the time I closed up?

A. I was.

Q. Was there much stock left in the store?

A. I don't think there was a great deal of it, on account that you had used it.

Q. Do you know how much?

A. I don't, sir.

Q. Did you buy any of the goods?

A. I did not, sir.

Q. What became of the goods?

1212 A. I don't know, sir.

Q. Do you know anybody in town that has stated he lost money by me?

A. I don't know anybody but myself, and that is the twenty-nine dollars you owe me. I am sorry to tell you that here before the court, but I have to tell the truth.

Redirect examination by Judge WYLY:

Q. Is it not generally understood that that was a pretty bad failure of Cohn's?

A. I don't know, sir.

Q. From your observations and dealings in the brick store who did you regard as the proprietor?

A. I always supposed that Mr. Cohn was.

Q. How did you regard that "S. Cohn, agent"? Did you regard that as a sham?

A. I cannot tell you. He might have been agent. I don't know whether he is or not.

Q. From your dealings in the store and observation who did you regard as the real owner?

1213 A. I have told you already that I thought Mr. Cohn was the owner of the store. He may have been clerk. I don't know anything about agent. He might be the chief clerk or he might be the owner or he might be the agent. I don't know whether Fisher is the owner there now or not. They say he is.

Q. Didn't you say in your examination-in-chief that from your observation and dealings in the store that you regarded Simon Cohn as the owner?

A. Yes, sir.

Q. Now, how is it you say that you don't know whether he was the owner or clerk?

A. I mean before Fisher was there. Before that I always considered Simon Cohn as the owner of the property; that he was proprietor and owner of the store.

1214 *Continuation of Examination of John L. Martin.*

Continuation of examination of JOHN L. MARTIN by Judge WYLY:

Q. Mr. Martin, you stated that you had between $1,200 & $1,500 when you went into business on Black Bayou.

A. Between $1,200 & $1,500; yes, sir.

Q. Was it in currency or silver?

A. It was in money.

Q. In bills?

A. Yes, sir.

Q. Where had you been keeping that money? How had you earned that money?

A. I had earned it clerking. I have been clerking since 1869.

Q. Where did you keep that money before you went into business?

A. I kept it at Cohn's before he failed; kept it in his safe; after he failed I drew the money.

Q. You were not a sufferer, then, by his failure? How long before his failure did you draw that $1,500?

A. I don't remember exactly.

Q. You had been keeping it in his safe?

1215 A. Yes, sir.

Q. How long before the failure did he settle with you?

A. I don't remember exactly.

Q. A week or two?

A. I don't remember. I can't say when it was.

Q. How long before he failed that you got this money?

A. I don't exactly remember. It may have been a month or two. I don't exactly remember.

Q. When did he fail?

A. In December, '80—the 27th, I think.

Q. Did he pay you up to the time of his failure?

A. A few days over were not counted, I think.

Q. But he paid you up to within a few days of his failure?

A. Yes, sir.

Q. And before he failed you carried the money over to your own house?

A. Yes, sir.

Q. Who else did he pay besides yourself before he failed?

A. Some of the clerks. I can't tell how they came out. I don't remember. I know to most of them nothing was

1216 coming to.

Q. In your settlement you got between twelve & $1,500.

A. I had some $1,200 od- *dollars.* I had $1,500 *dollars* when I went into business at Black Bayou.

Q. You got $1,200 in your settlement with Mr. Cohn?

A. Yes, sir.

Q. This money was not in the store when it was attached?

A. No, sir.

Q. You got your money out?

A. Yes, sir.

Q. Who knew that you had this money?

A. I did not tell any one about my business.

Q. Did Mr. Columbus Hamilton know anything about your having this money?

A. No, sir.

Q. Now, Mr. Martin, you are testifying under oath, as you well know. I would like you to refresh your memory and state whether you were staked by Mr. Simon Cohn with this money upon which you opened the store at Black Bayou?

1217 A. As I told you before, it was my own money; Mr. Cohn staked me to nothing.

Q. Do you swear positively that Mr. Cohn never assisted you in any manner, shape, or form in conducting Black Bayou store?

A. I refuse to state any such thing. I positively won't swear

any such thing. Mr. Cohn didn't give me the stock of goods or the money to run that store with.

Q. Do you swear that you conducted that business without receiving assistance from Mr. Cohn?

A. Yes, sir. I asked for a little favor from Mr. Cohn at the outset.

Q. What was the favor in the outset you refer to?

A. It was not a favor in regard to that business.

Q. Do you refuse to answer further?

A. Yes, sir.

Q. Do you swear that Mrs. Steinhardt never assisted you in any manner, shape, or form in the Black Bayou store?

1218 A. No, sir; she did not.

Q. Do you swear that Mr. Cohn has never assisted you in any business conducted by yourself since the failure of Simon Cohn?

A. No, sir; he has not.

Q. Do you swear that he never ordered or obtained any goods for you since the failure, for any purpose?

A. No, sir; he has not.

Q. Did he ever lend you any money since his failure, up to the present time?

A. Sometimes he would lend me $15 or $20 or $50 and I would return it to him.

Q. Do you owe him any money at this time?

A. No, sir.

Q. Has he given you any presents since his failure?

A. He gave me a suit of clothes.

Q. Is that the only present he has made you since the failure?

A. Yes, sir.

Q. Do you swear to it?

A. Yes, sir.

Q. You have stated you were book-keeper and confidential

1219 clerk of Simon Cohn?

A. Yes, sir.

Q. Did or not Manfred Meyer receive from the furniture store a lot of carpeting which was taken to his store?

A. I did not stay in the furniture store.

Q. You kept the books?

A. Not at the furniture store; I don't know whether he received furniture from the furniture store or not.

Q. Do you swear that the carpeting in the furniture store did not go to Manfred Meyer's store?

A. I don't swear to any such thing; I say I don't know.

Q. Do you swear positively that none of the goods in the brick store were moved to Manfred Meyer's store prior to the failure of Simon Cohn?

A. Well, he may have sold him goods, just like he would any other merchant in town.

Q. What amount of goods did he sell him?

A. Indeed, I can't tell.

Q. Can you come within $100 or $1,000 of it?

A. No, sir.

1220 Q. Were you not in charge of the brick store at the time the goods were sold Meyer?

A. Mr. Cohn would attend to that himself.

Q. But did not you know what was going on in the store?

A. Yes, sir; I did.

Q. From your position as supervisor of the business did you not have knowledge as to whether he got any goods from that store or not?

A. I saw him buy goods, but as to the amount I can't say.

Q. How often did he get goods?

A. I don't know.

Q. Did he get them more than once?

A. I don't know, sir.

Q. Do you swear that he never got goods from your store more than once?

A. I cannot swear any such thing. I don't know how often he got them.

Q. Do you swear that no goods were taken in the night-
1221 time from the brick store to Manfred Meyer's store?

A. I cannot remember of any goods beeing taken in the night-time to Manfred Meyer's store. If they were I don't remember it. I didn't sleep there at night.

Q. Do you swear that no goods of Simon Cohn's were taken from the wharf-boat to Manfred Meyer'- store?

A. If they were taken from the wharf-boat I don't know it.

Q. But you were book-keeper and ought to have had knowledge of the different invoices of goods received by Cohn from the wharf-boat?

A. Well, I can't remember now. It is seven years ago. I can't remember.

Q. If any goods had been taken from the stock of Simon Cohn, even from the wharf-boat or store and carried to Manfred Meyer's store, wouldn't you know it?

1222 A. About the wharf-boat I cannot swear. Anything taken from the store, of course I would know it. I was not on the wharf-boat. I don't remember any such transaction.

Q. Now, do you swear that no goods at any time were taken from the brick store to Manfred Meyer's store?

A. I gave my answer awhile ago.

Q. Do you swear that Mr. Cohn never assisted Mr. Meyer in that business he conducted while he was in that store on Lake street?

A. I don't know whether he assisted him or not.

Q. Did you ever see a lot of carpets in the furniture store while Simon Cohn had it?

A. Yes, sir.

Q. How many pieces were there?

A. I have no idea; there were different kinds.

Q. Were there a dozen pieces?

A. I don't think so. I cannot say.

Q. How many kinds of carpets were there?

A. Two-plies & Brussels; only two kinds.

1223 Q. How many pieces were there?

A. I cannot say.

Q. Have you no idea?

A. No, sir.

Q. Not the remotest?

A. No, sir.

Q. Did you ever see any carpets in Manfred Meyer's store?

A. Not as I remember. If he had them I don't remember it.

Q. Do you swear you never saw any in Manfred Meyer's store, the carpets which had been in Mr. Cohn's store?

A. Well, I don't know. I did not stay in Mr. Meyer's store.

Q. Do you swear you never saw any of the goods in Manfred Meyer's store which had once been in Cohn's store?

A. He may have bought something, as I said.

Q. Did you ever identify or recognize any goods in Manfred. Meyer's store a- having once been in Simon Cohn's store?

A. No, sir; I didn't go to Meyer's store to notice things that way.

Q. Do you say you bought shoes from Meyer? I ask you if you did not recognize on examination as some of the shoes that

1224 had been in Cohn's store?

A. No, sir.

Q. Do you know anything about an invoice received from Wood & Lee by Cohn before his failure?

A. I don't remember; I know he had been buying whiskey from Wood & Lee for some years; I don't remember any particular invoice.

Q. Do you swear that you don't remember the last invoice of liquors bought by Cohn from Wood & Lee?

A. Yes, sir; I do; I don't remember all the invoices he got; that would be impossible for me to remember.

Q. Do you swear positively that the liquors in Simon Cohn's brick store which he got from Wood & Lee were not afterwards carried over to Meyer's store?

A. I cannot swear to anything of the sort.

Q. Where did Meyer get the goods that he opened his store with?

A. I suppose he bought them; I don't know where he got them.

1225 Q. Did he receive any invoices from the wharf-boat?

A. I cannot say, sir, about Manfred Meyer's business.

Q. You've been in his store?

A. Yes, sir.

Q. What size stock did he carry?

A. I don't know, sir.

Q. Who did he rent that store from when he opened?

A. I don't know who the store belonged to.

Q. Did he buy any goods in town?

A. I don't know, sir.

Q. Do you know Wash. Stewart?

A. Yes, sir.

Q. What was his occupation?
A. Drayman.
Q. Do you swear he didn't take any goods from the brick store to Manfred Meyer's store?
A. Not to my knowledge.
Q. Do you know Charles Collman?
A. Yes, sir.
Q. Did he buy any goods from Mr. Cohn just before his failure?
A. Not as I know of.

Q. Didn't you ship goods to Kollman at Milliken's Bend,
1226 care of a man by the name of Stuart?

A. No, sir.
Q. Have you no means of knowing?
A. No, sir.
Q. Where are the books and papers of S. Cohn?
A. I don't know, sir.
Q. Where were they at the time of failure?
A. They were in the safe. I don't know what became of them.
Q. Have you seen them since?
A. No, sir.
Q. Did Mr. Cohn ever tell you, in the presence of any one, that he had staked you as long as he proposed to stake you?
A. I never heard Mr. Cohn make such a remark in his life.
Q. Did he ever tell you in the presence of any one that he had lost between $3,000 & $4,000 by you?
A. No, sir; he did not. He never said any such thing.

Q. One time when you applied to Mr. Cohn for assistance, were you not told in the presence of certain gentlemen in this
1227 town that he had lost money enough by staking you, and that he would not assist you any more?

A. No, sir; he never told me any such thing. If he did, why don't you bring the gentlemen here?
Q. You stated that Mr. Joseph Steinhardt, in Beardstown, handed Mr. Cohn, in your presence, a check for a thousand dollars. Will you state on what bank that check was drawn?
A. I don't know, sir.
Q. About what time was it that he handed him this check for $1,000?
A. It might have been in 1875, because I know Mr. Cohn had to get assistance from Mr. Steinhardt to come South.
Q. Do you remember the month?
A. No, sir; I do not.
Q. Was it on any of the banks in Quincy that that check was drawn?
A. I believe it was, but I don't know. I don't know where Mr. Steinhardt kept his money.

Q. Were there any banks in Beardstown?
1228 A. Yes; I believe there were two.

Q. Can you tell their names?
A. No, sir; I don't remember their names.
Q. Have you been in Quincy?

A. Yes, sir.
Q. Been in Ricker's bank?
A. No, sir.
Q. Was the $1,000 on a Quincy bank?
A. No, sir. I don't know.
Q. How is it you can remember the amount and cannot remember the name of the bank?
A. Oh, well, I remember the amount, but did not notice the bank.
Q. Was it a regular bank check?
A. I did not notice particularly whether it was a bank check or not.
Q. Was it a draft or check?
A. I cannot say, sir.
Q. Was the name of the bank printed in large type? Was there any type printing on the check?
A. I don't know, sir.
Q. Are you certain there was printing on the check or draft?
1229 A. I cannot give an exact description of it. It seems there was printing and writing both.
Q. How do you know what bank it was on if you did not read the check?
A. I can tell it was not in greenbacks. I can tell a check from money 20 feet off.
Q. How near were you to Mr. Cohn when he got the money?
A. I was close enough to see the amount. I suppose, maybe, I was five feet away from him.
Q. Was this white or colored paper?
A. I think it must have been colored and white together.
Q. What was the color?
A. I don't remember.
Q. Yellow, red, or blue?
A. I don't know, sir.
Q. Were there any endorsements on the back of it?
A. I did not notice.
Q. Did you notice any of the writing on the check?
A. No, sir.
Q. How is it you can remember the amount of the check so well and can't remember whether it was endorsed or not?
1230 A. Well, when he handed it to Mr. Cohn I saw the amount and I know Mr. Cohn got the money.
Q. How do you know it?
A. I know Mr. Cohn got the money.
Q. How do you know he got the money?
A. Because I saw Mr. Steinhardt hand him the check. I cannot, of course, remember the colors, it has been so long ago.
Q. You say you know Mr. Cohn got the money?
A. Yes, sir.
Q. Do you know that of your own knowledge?

A. Yes, sir; because I know he could not move away from ther-, for he didn't have any money of his own.

Q. I- this not rather your opinion than your absolute personal knowledge?

A. Well, he showed me the money.

Q. Did you see him get the money on that check or draft?

A. He went out, but I did not go with him.

Q. How long after he got the check before he got the money?

1231 A. It was not very long, sir. I can't say how long it was, exactly.

Q. When did he get the money on that check?

A. I don't know. I wasn't with him when he got it.

Q. Now, then, you really don't know, of your own personal knowledge, that he got the money on that check. How can you swear that he did get it?

A. Well, when he came back he had the money. He said that was the money Mr. Steinhardt had given him.

Q. When you say he came back with money where did he come from?

A. He had been to Chicago, he had been to Quincy, and he had been to St. Louis.

Q. Did he get the money at any one of those places?

A. I suppose so; yes, sir.

Q. How do you know he got the money at either one of those places?

A. Well, I cannot say, of my own knowledge, but I believe in my own mind that he did get it.

Q. Do you swear positively that Simon Cohn got the

1232 money in one or the other of those places upon that check or draft?

A. I swear this way: that I saw his father-in-law when he gave him the check, and I saw Mr. Cohn when he came back with the money.

Q. How long was it from the time he went off with that check until he returned with the money?

A. Perhaps a week or ten days.

Q. Did you see him at any time after he had gone off to get the money?

WITNESS: You mean when he went away?

Judge WYLY: Yes, sir.

A. Oh, no, sir; I staid in Beardstown and tended to the business there.

Q. Now, if you were not with him how can you swear that he got the money in your absence upon that check or draft?

A. Well, when he came back that he got the money on the check, and that he was going South.

Q. Then it is your opinion only that he got that money

1233 on the check, but you don't know it of your own personal knowledge?

A. I was not there *there* when he got the nick*les*, but, of course, I saw him when he came back. He had the money then.

Q. Have you not stated your belief rather than your personal knowledge as to his getting the money while he was gone?

A. I took his word for it. I saw him get the check and I saw him when he came back with the money.

Q. Now, if you only noticed on that check the amount and don't remember any of the writing upon it, how do you know who signed it?

A. Well, his father-in-law is supposed to sign it, for he gave it to him. I didn't say I knew who signed it.

Q. You swear you don't know who signed the check?

A. No, sir; I don't.

Q. Do you swear that it was a check or draft?

A. I told you awhile ago that I couldn't tell exactly which it was.

1234 Q. Your knowledge, then, on the subject as to what the paper was is inferred from the fact that Mr. Cohn, you think, got the money on that paper?

A. Yes, sir; and then hearing his father-in-law's talk about it.

Q. You stated that when Mr. Steinhardt handed Mr. Cohn the paper that your knowledge was derived from the fact that you saw that paper or draft and not from any conversation that occurred between these parties at the time.

WITNESS: When did I say so?

Judge WYLY: You said so a few days ago.

WITNESS: I did not say any such thing.

Q. Did you not state that your knowledge of Mr. Steinhardt's having loaned Simon Cohn $1,000 at Beardstown was derived from the fact that you saw him hand Mr. Cohn the check or paper you referred to?

A. Yes, sir; I have answered that as well as I know how.

1235 Q. Do you swear that you carried on your business as a merchant at Black Bayou without assistance from Simon Cohn or any one else?

NOTE.—To all of the foregoing testimony in regard to the check handed to Mr. Cohn by Mr. Steinhardt counsel for defendant objects upon the ground that it has no reference or bearing upon the suit before the court.

A. No, sir; he did not give me any assistance at all.

Q. Did any one else?

A. H. & C. Newman assisted me. The money that I put in the store was my own. After I went into business I shipped my cotton to H. & C. Newman and then drew on them and paid my debts right straight along; that was my assistance.

Q. Do you swear that Simon Cohn never returned to Mr. Steinhardt any money he may have borrowed from him?

1236 A. Not to my knowledge he didn't; he never did return him a cent excepting he paid him some interest on the money

that he loaned him. When Mrs. Steinhardt wanted to go off in the summer Mr. Cohn would give her the interest then.

Q. Didn't Mrs. Steinhardt have money of her own?

A. Yes, sir; she did.

Q. And you say when she went off in the summer that Mr. Cohn would pay her the interest?

A. Yes, sir; that was the time of the year he paid her her interest; it was due her and he paid it to her.

Q. How was it you remember all about the interest Mr. Cohn paid Mrs. Steinhardt and you can't remember the invoices of goods shipped from the brick store that went down to Milliken's Bend & Hard Times Landing?

A. Well, because I know the interest was paid her every year; I know the old lady went off every year and I know that she got the interest before she went away.

1237 Q. How much interest did Mr. Cohn pay Mrs. Steinhardt?

A. I don't know, sir.

Q. About how much?

A. I don't know, sir.

Q. While you were being examined on other subjects why did you happen to think of this interest matter?

A. I don't know; it just come to me; you just brought it to me by asking so many questions.

Q. Well, can't you tell if Mr. Cohn did return to Mrs. Steinhardt the money he got from her? Mightn't Mr. Cohn have returned to Mr. Steinhardt the money he got from her without your knowing anything about it?

A. Well, I didn't see him return her any; he didn't do it to my knowledge.

Q. Do you refuse to answer the question?

A. Well, I know he didn't; the old lady had a little pass book, and Mr. Cohn kept the interest account in that book; he kept an account of the money his father-in-law gave him; I know; I have seen that book.

1238 Q. How do you remember so well those matters of interest account when you can't remember the shipment of goods to Hard Times Landing and Milliken's Bend?

A. Well, there is a heap of difference between a little pass book and a big ledger. I am supposed to keep things in the book and not in my head.

Q. How was it you remember so well the entries made by Mr. Cohn in the pass book when you hav'n't the faintest recollection as to important things transpiring in the store under your charge?

A. I have just given facts as to things transpiring in the store to the best of my ability; my memory is not very good.

Q. How is it that you had transactions in the store involving goods in Milliken's Bend and to Charles Kollman and shipments to D. Morris to Hard Times Landing, and that you have no recollection of these matters when you remember so distinctly the

1239 entries made in the pass book and his statement that he had paid the old lady interest on her money? Please explain.

A. I have explained to the best of my ability as to what transpired in the store. I cannot recollect all the matters pertaining to the brick store. I have given you all the facts I can remember. I never saw any goods or shipment of goods to Hard Times Landing. I didn't attend to that.

Q. Do you know anything about the goods that Max Stockner got from the brick store before Mr. Cohn failed?

A. Yes, sir; Max Stockner used to buy goods. I suppose several times he used to buy goods from us in the Fireman's hall years before his failure.

Q. Do you know anything as to the amount of goods he got from Mr. Cohn in the brick store just before the failure?

A. No, sir; I do not.

Q. Why is it you can't remember a large transaction
1240 like that while you can remember a small matter like the interest matter; that you say he paid his mother-in-law, and that you can recollect his remarks? Please explain.

A. I cannot explain any more than I have already explained, and I have explained that time and time again just as I know that I have seen Max Stockner come up here and buy goods.

Q. Do you know anything about General Sparrow having got some goods from Mr. Cohn shortly before his failure?

A. Mr. Davis, I think, got some goods before the failure; I don't know the amount.

Q. Didn't General Sparrow buy some pork for his plantation from Simon Cohn on the wharf-boat?

A. I cannot say; I did not sell it to him; if he did it must have been a cash transaction; I did not sell it to him.

Q. Do you know anything about Nat. Murphy buying pork
1241 from Simon Cohn before his failure?

A. No, sir; I don't.

Q. Do you know anything about Pittman buying meal and pork before his failure?

A. I remember Mr. Pittman coming down there and saying he wanted to buy some goods, and Cohn & he could not agree on the price.

Q. Did you not know some days before the failure that Mr. Cohn was going to fail?

A. No, sir; I knew nothing about it till the sheriff came there; I didn't know it till then.

Q. Do you swear you had no knowledge or supposition that there would be a failure in that store until the sheriff came and closed it up?

A. When the sheriff came and closed it up we were surprised.

Q. How do you mean by saying "we were surprised"?

A. Well, the clerks that were in the store.

Q. Was Cohn surprised too?

A. Yes, sir; I suppose so. He looked very much like it; tears came into his eyes.

1242 Q. Who else cried?

A. Tears came into my eyes, too.

Q. So it was a crying affair, was it?

A. I didn't say it was a crying affair; I said I cried and Mr. Cohn cried.

Q. Do you say this failure was a total surprise to Mr. Cohn and all the clerks in the house?

A. Yes, sir; it was a surprise to me and the clerks; Mr. Cohn can answer for himself.

Q. Do you judge from his crying that it was a surprise to him?

A. It just seems so to me. I took it very hard, I know, and I know he took it very hard, as he did something very unusual; he drank more then than I ever saw him drink before.

Q. Was he drinking heavily?

A. After he was closed up; yes, sir.

Q. Pretty full?

A. Yes, sir.

Q. Where did he get the whiskey he was drinking?

A. Down town.

Q. Did he drink any of Wood & Lee's whiskey?

1243 A. I don't know whether he did or not.

Q. Was there any of Wood & Lee's whiskey in the store when he broke?

A. I don't know, sir; I didn't notice.

Q. How many barrels of whiskey in the store when he failed?

A. I don't know, sir, exactly; I know he had some case goods there.

Q. From your position as book-keeper, did you not have to make entry in some of the books of the different invoices purchased by Cohn?

A. Yes, sir.

Q. You kept an invoice book?

A. We just pasted the bills in the bill book.

Q. Did you make entries in that book of the different invoices?

A. Yes, sir.

Q. Put them in merchandize account?

A. Yes, sir.

Q. Did you keep a cash book?

A. No, sir; just kept our daily sales book.

Q. You did not keep a cash book?

1244 A. No, sir; we did not.

Q. Did you keep an entry in that book—in your bill of sales book—of the amount of cash taken in each day?

A. Yes, sir.

Q. And footing it up at the end of the week?

A. Ev-ry month.

Q. Your cash account was balanced ev-ry month?

A. Yes; we didn't keep any cash book; the money that was taken in ev-ry day was put down.

Q. When was the store closed?

A. In December, 1880.

Q. What day of the week?

A. I can't remember it; I think it was on the 27th.

Q. Was it the middle or beginning of the week?

A. I can't tell you; I don't know whether it was Monday, Tuesday, or Wednesday.

Q How much cash did you usually take in a day about that time?

A. Well, I cannot say for certain, but we have taken in $1,300; we took in one Saturday $1,000.

1245 Q. This failure was in December, '80?

A. Yes, sir.

Q. Prior to the failure how much had you been taking in, on an average?

A. I cannot say exactly; there didn't seem to be so much difference; some months we took in $5,000.

Q. What became of the money after the failure you had taken in the week previous or the month previous?

A. I don't know, sir; I can't say whether it was in the safe or not.

Q. As book-keeper, were you not usually posted as to the amount of money on hand in the store and the amount of goods you carried?

A. While Mr. Cohn was there I did not count the money.

Q. Did you not keep the books as well when Mr. Cohn was there as when he was not there?

A. Yes, sir; I did.

Q. Do you pretend to say that, *that* book-keeper in charge
1246 of the business, you had no knowledge of the amount of cash on hand and no knowledge of the stock on hand?

A. I pretend to say I had no knowledge of the cash we had. Didn't I say we didn't keep any cash account? We just kept a sale's book like I told you.

Q. Did you not carry the safe key?

A. Mr. Cohn himself carried the safe key when he himself was there. During his absence I myself carried it.

Q. Do you assume to say that, as cashier and book-keeper, you did not know the amount of cash on hand?

A. Well, sir, I don't know anything about the amount of cash on hand.

Q. Were you generally ignorant as to the amount of cash on hand notwithstanding you were book-keeper and cashier?

A. I didn't say I was cashier. We didn't have any cashier in that business.

Q. What check had your proprietor on you as to the
1247 amount of cash you were handling if there was no account kept of the cash on hand?

A. Mr. Cohn held me responsible; he just trusted me. The money that was taken in was put in the drawer ev-ry day; that

night it was counted and put in the safe. If a clerk in the store wanted to steal anything he could have done so.

Q. You say the cash was put in the safe at night?

A. Yes, sir.

Q. Did you put it in the safe?

A. When Mr. Cohn was there he put it away; when he was absent I did it.

Q. Did you usually know the amount of money you put in the safe at any time?

A. I knew at the time I was putting it in.

Q. How much was in the safe at the time of the failure?

A. I don't know, sir.

Q. Have you no knowledge?

A. No, sir.

1248 Q. These sales that were made a day before the failure, were they put in the safe?

A. Yes, sir.

Q. Do you swear there was no money in that safe at the time the seizure was made?

A. No, sir; I cannot swear that there was or was not.

Q. What became of the money that was in there the night before?

A. I don't know, sir.

Q. You have stated it was the custom of the store to count the cash, take it from the drawer, put it in the safe, and make a memorandum in the sales book of the amount of cash taken in during the day?

A. Yes, sir.

Q. Now, why is it you don't remember anything about the cash taken in the day before the store was seized?

A. Well, I don't remember it, because Mr. Cohn counted it and put it away.

1249 Q. How is it you don't remember the circumstance now that on the night before the failure the cash was taken from the counter or drawer, counted, and put in the safe as usual?

A. Well, I suppose it was done; I didn't attend to the cash when Mr. Cohn was there; I don't know how much there was in there.

Q. How is it that as you were in the office, in charge of the books, you didn't see Mr. Cohn deposit the money in the safe the night before the failure as usual?

A. Well, I did not notice it; that's all.

Q. Wasn't the safe locked right under the desk on which you had to make the entries in the books?

A. Yes, sir; very often Mr. Cohn would count the cash when I would not be there; where I came back, about closing-up time, he would tell me what the amount was and say put it down.

1250 Q. Do you assume to say that it was your custom to leave the store while the safe was still open and before the day's business was over?

A. No, sir; the safe was always locked; the drawers and safe were locked during the day; that is the way I would leave the safe be-

fore closing up the house. I never left the store before business was over.

Q. Could Mr. Cohn write anything but his name?

A. Yes, sir; but not much.

Q. Who did his writing while you were his book-keeper?

A. I did; I attended to all writing in regard to the business.

Q. Who drew the drafts?

A. I wrote them up and Mr. Cohn signed them.

Q. All Mr. Cohn did, then, was to sign his name to papers you prepared?

A. Yes, sir.

Q. Could Mr. Cohn read your writing?

A. I don't know; he could read some of the words.

1251 Q. After you had written up the drafts would he ask you to read them before he would sign them?

A. Yes, sir; being accustomed to my writing, he could make out the best part of it.

Q. Was it his custom for you to read to him the letters and other documents that you prepared?

A. Yes, sir; I always read whatever I wrote; he would look them over after me.

Q. Hasn't he a pretty good knowledge of the number of drafts he drew?

A. Yes, sir.

Q. You drew all his drafts for him, didn't you?

A. Yes, sir.

Q. Are you a book-keeper of considerable experience?

A. I only kept a single-entry set; I am not what is called a practical book-keeper.

Q. How many years had you been keeping books?

A. From '73 to '80.

Q. Was Mr. Cohn able to keep a set of books?

A. No, sir.

Q. Had no knowledge of book-keeping?

1252 A. No, sir.

Q. Owing to the fact that Mr. Cohn was not a book-keeper and usually wrote only his signature, wasn't all the written instruments received by the store or sent out by the store brought within your knowledge?

A. Yes, sir.

Q. Were not all the entries in the books made by you?

A. Yes, sir.

Q. Now, when the cash was counted at night and put into the safe, who made the entries in the books of the amount of cash taken in during the day?

A. I generally did.

Q. Now, on the night before the failure who counted the cash taken in that day—you or Mr. Cohn?

A. I think Mr. Cohn counted it.

Q. For a period of a week before the failure who counted up the cash when it was put in the safe?

A. When Mr. Cohn was there he always counted it.

Q. Was he in the store every day for a week before the
1253 failure?

A. Yes, sir.

Q. Every day?

A. Yes; as far as I can remember.

Q. Did he put the cash in the safe ev-ry night during the week preceeding the failure?

A. Yes; as far as I can remember.

Q. Are you certain that Mr. Cohn counted the cash and put it in the safe ev-ry night during the week preceeding the failure?

A. As I said before, I don't know, but, as far as I remember, he did.

Q. Do you swear that you didn't count up the cash and put it in the safe at any time for a week preceeding the failure?

A. Not that I remember, sir. I may have done so, but I don't know.

Q. Who took up the cash during the week before the failure?

A. Mr. Cohn.

Q. Who made the entry in the books?

1254 A. I did.

Q. Do I understand you to say that the cash sales were larger during the week than they had been previously?

A. I say they were better because it was Christmas times; the sales were always better then.

Q. Will you please state about the amount that was taken in during that week?

A. I cannot remember.

Q. Can you come within $500 or $5,000 of the amount taken in during the week preceeding the failure?

A. No, sir; I cannot. I don't remember how much we took in; I can't say; it would be guess-work.

Q. Can't you ap-roximate the amount that was taken in during the week before the failure?

A. Well, I cannot say. It may have been between three & five thousand dollars.

Q. What was the average?

A. I don't know, sir; I know during Xmas we, during
1255 1879—we took in $1,000. I don't know what the average would be; I have no idea.

Q. Now, what would be the average for the week before Christmas?

A. $2,300 or $3,000.

Q. I understood you to say business was unusually good during the last week preceeding the failure. Please give me an estimate of the amount of cash taken in during that week.

A. I have stated that it might have been $2,500 or $3,000, but I don't think it was $5,000.

Q. How much do you think it was?

A. I can't come any closer than I have; about $2,500 or $3,000 is about as close as I can come.

Q. Where did Mr. Cohn usually send his money or remit it to?
A. Generally to S. B. Newman & Co.
Q. Did he remit to any bank anywhere?
A. No, sir; when he got $400 or $500 together he sent it
1256 down on the "Pargoud" to S. B. Newman & Co.
Q. Did you remit any to any bank that you know of?
A. Not as I know of.
Q. Did he ever send any to Ricker's bank?
A. If he did it I didn't know it.
Q. If he had written a draft you would know it, would not you?
A. He did not write any drafts.
Q. How did he make his remittance?
A. Send it down by the "Pargoud" to S. B. Newman & Co.
Q. Did he ever make any remittance at any time to Ricker's bank?
A. Not to my knowledge.
Q. Didn't he make just before the failure a remittance to Ricker's bank?
A. Not to my knowledge.
Q. Do you swear that you did not write a letter in which Mr. Cohn, for himself or as agent, made a remittance through Ricker's bank a short time before or a short time after his failure?
1257 A. No sir; I don't remember ever writing such a letter.
Q. Would you know the letter if you were to see it?
A. If I wrote it I would know it. I don't remember of writing any letter to Ricker's bank about any money.
Q. What became of this three thousand dollars taken in during the last week before the failure?
A. Business went on as usual, signing drafts and paying people he owed.
Q. Have you answered my question?
A. As far as I know how I have; to the best of my ability I have answered that question.
Q. Do you swear that this money—this three thousand dollars—taken in the last week before the failure was sent down to S. B. Newman & Co.?
1258 A. No, sir; I can't swear to any such thing. I don't know how it went. I didn't say it was $3,000; I said it was between $2,500 & $3,000.
Q. Do you say that you made no remittance to S. B. Newman & Co. of the money taken in during the week preceeding the failure?
A. It was customary for us to make remittances right straight along to S. B. Newman & Co. whenever we would get $500 on hand.
Q. Have you answered the question?
A. Yes, sir; as well as I know how to answer it.
Q. Do you swear that the money taken in the last week before the failure was sent to S. B. Newman & Co.?
A. No, sir; I don't swear to any such thing, because I can't say for certain; we just went on paying drafts as usual; business went

on as usual. I can't say we sent it to S. B. Newman & Co., because I don't know it.

1259 E. C. MANNING sworn on behalf of complainants.

Direct examination by Judge WYLY:

Q. Mr. Manning, where do you reside?
A. I reside in East Carroll parish.
Q. How long have you resided here?
A. Twenty years, spring and winter.
Q. Mr. Manning, do you know the respondents Simon Cohn, Mrs. Fannie Cohn, and Mrs. Steinhardt?
A. I do.
Q. Mr. Manning, do you know anything about the failure of Simon Cohn as a merchant in this community?
A. I know that he did fail. I declare I don't remember when. It must have been three years ago.
Q. About what time of the year was it, Mr. Manning?
A. It was long in the winter, if I remember right.

Q. Mr. Manning, do you know anything about the selling
1260 of goods by Cohn in original packages a short time before his failure?

A. No, sir; I did not have any business with him except a few bills I bought of him myself, which I did not consider wholesale business.
Q. Do you remember whether, Mr. Manning, a short time previous to the failure he was selling his goods out at unusually low rates?
A. I can only tell you about what I know, Judge, as far as purchasing goods from him. I bought bills of goods from him—flour, etc. It was not at a remarkably low rate either.
Q. Was it generally reputed in town that Mr. Cohn was selling out at a low rate?
A. Well, now, I don't know about that. I can only testify to what I know.
Q. Did you know of the shipping of goods from this place?
A. No, sir; I did not.
Q. Do you know of his selling to planters or other persons a line of goods in original packages at low rates?

1261 A. No, sir; I know nothing of my own observation except what I bought myself.

Q. Do you know anything about — establishing of this store by Manfred Meyer here in 1881 or in the last of the year 1880?
A. No; I don't know anything about the affairs of that store; how it was conducted.
Q. You have been in there often, haven't you?
A. Yes, sir.
Q. Seem to be a large stock?
A. Seemed to be a pretty fair stock.
Q. Did you ever see much of Mr. Cohn about that store?

A. No, sir; I have seen him in there; yes, sir; but I have never seen him in there acting as if he was the owner.

Q. Mr. Manning, do you know or have you any knowledge of Simon Cohn's control-ing or managing the brick store in which he now is doing business?

A. Yes, sir; I know he claims to run that business where he is.

Q. Does he seem to control that business in every respect as if he was the owner?

1262 A. Yes, sir; I believe he runs it as agent.

Q. Does he seem to dominate it in every respect as if he was the owner?

A. He does. He seems to be in control of the store.

Q. Does he seem to have full and untrammeled control of that business?

A. Yes, sir; he appears to have sole management of the whole business, as far as appearances go.

Q. Was it generally reported that the failure of Simon Cohn was a good thing for him?

A. Well, I don't know about that, Judge. I can only answer such questions as I can swear to. It was rumored like a great many other failures. Some considered that Mr. Cohn had done very well by it, but I cannot swear whether he did or not.

Q. You don't know much about it?

A. No, sir; because I did not pay but very little attention to it. I have bought from Mr. Cohn and always paid him for what I bought.

1263 Q. Was the failure regarded as a pretty bad failure?

A. A pretty bad failure, I believe.

Q. Do you know anything about the financial condition of Mrs. Steinhardt before the failure?

A. No, sir; I do not.

Q. Or of Mrs. Cohn?

A. No, sir.

Cross-examination by Mr. BOATNER:

Q. Mr. Manning, is it not necessary for an agent who has charge of the business to have full control of it just as if he was the owner?

WITNESS: An agent representing the business?

Mr. BOATNER: Yes, sir.

A. Yes, sir.

Q. Mrs. Steinhardt is quite an old lady, isn't she?

A. Yes, sir.

Q. Mrs. Steinhardt is an old lady who suffers from bodily infirmities. Is she physically able to carry on and superintend the

1264 business that is carried on in that brick store?

A. No, sir.

Q. Would it not be absolutely necessary in the conduct of that business that she should have an agent who attends to the out-door business and to manage the finance- of the concern?

A. I should consider it necessary for her to have an agent if she wanted to carry on business of that kind.

NOTE.—Objected to as being the opinion of the witness.

1265 *Testimony of H. McGuire.*

H. McGUIRE sworn on behalf of complainants.

Direct examination.

By Judge WYLY:

Q. Mr. McGuire, where do you reside?
A. I live in town here.
Q. How long have you been residing in this parish?
A. I have been residing here sixteen or eighteen years, I believe.
Q. You are acquainted with the respondents Simon Cohn, Mrs. Fanny Cohn, and Mrs. Henriet-a Steinhardt?
A. Yes, sir.
Q. Did Simon Cohn ever engage in the mercantile business in this place?
A. He was in the mercantile business after he came here.
Q. Do you know anything about the failure of Simon Cohns as a merchant in this place?
A. I know he was s-ut up by the sheriff.
Q. About when was that, Mr. McGuire?
A. That was in 1880, I believe—1880 or 1881.
1266 Q. Was that regarded as a bad failure?
A. I heard it was.
Q. What was the character of the business Mr. Cohn was engaged in as merchant?
A. He was keeping store down there next to me.
Q. Was it a large mercantile business or a small one?
A. Judge, I don't know much about it; I don't know how much business he done.
Q. Mr. McGuire, do you know anything about any goods having been reshipped by Simon Cohn a short time before his failure?
A. No, sir.
Q. Do you know of any boxes or goods having been sent from the store to the wharf-boat?
A. No, sir.
Q. Do you know of any goods that were taken or supposed to be taken from the brick store to the store here in town on Lake street, or where McRae keeps?
A. I do not, sir.
Q. Do you know of any goods having been shipped to
1267 Milliken's Bend by Simon Cohn from the wharf-boat?
A. I do not, sir.
Q. Do you know when Manfred Meyer opened that store here on Lake street?
A. Yes, sir.

Q. About what time was that? Was it before or after the failure of Simon Cohn?

A. He opened some time shortly before the failure, if I am not mistaken.

Q. Do you know or have you any knowledge of Mr. Cohn's having any interest in that store?

A. No, sir.

Q. Do you know whether any goods that were received at the wharf-boat for Mr. Cohn the marks of which were changed?

A. I haven't seen any of his goods at the wharf-boat.

Q. Do you know whether Max Stockner received any goods from Mr. Cohn?

A. No, sir.

Q. You don't know that?

A. No, sir.

Q. Mr. McGuire, was it generally understood when Mr.
1268 Cohn failed that he made a pretty good thing out of it?

A. I understood that he failed for a large amount.

Q. What was the general opinion here with regard to that failure, whether he made by it or not?

A. It was supposed by some that he made something out of it; I don't know, though.

Q. How does Mr. Cohn seem to conduct this business in the brick store now?

A. Judge, I don't know. Mr. Fisher is there now in charge. I don't know how Mr. Cohn conducts it.

Q. Who seems to be in charge of that brick store?

A. Well, Mr. Fisher is there most of the time.

Q. Does Mr. Cohn seem to have any control of it?

A. Yes, sir.

Q. Do you know anything about that store of John L. Martin's out on Black Bayou?

A. I know that he kept a store out there, Judge. That is all I know.

Q. Do you know from whom he got his goods?

A. No, sir.

1269 Q. You have no knowledge on the subject?

A. No, sir.

Q. Nor where the goods came from that were put in the store at the Blanks place?

A. No, sir.

Q. Do you know whether he got any of those goods from Mr. Cohn?

A. No, sir.

Q. Do you know the name of the man at Milliken's Bend who was reported to carry on business for Mr. Cohn?

A. No, sir.

Cross-examination.

By Mr. BOATNER:

Q. Mr. McGuire, how long had Mr. Cohn been doing business at the place where the brick store stands at the time he failed?

A. I cannot say.

Q. Well, was not his store burned down there once?

A. Yes, sir; he left town. He built three little houses and did considerable business down there, and the store and houses
1270 were all burned down in 1878.

Q. Did Mr. Cohn have a great many goods in that place?

A. He had some goods. I heard that he had a good many there. They were burned up.

Q. Did he have any insurance on them?

A. I don't know, sir.

1271 *Depositions of W. H. Thomson & E. A. Meysenburg.*

U. S. Circuit Court, 5th Circuit, Western District of Louisiana. In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

and

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Consolidated cases.

Interrogatories propounded to W. H. Thompson and Emile Meysenburg, witnesses on behalf of complainants, residing in St. Louis, Mo.

Intg. 1st. What is your age, place of residence, and occupation?

Intg. 2nd. Do you know or have you any knowledge concerning the books or affairs of the Boatmen's saving-bank, St. Louis? If so, in what capacity have you acquired such knowledge? Have you any official connection with said bank? If so, what?

Intg. 3rd. If you state that you are an employee, clerk, or cashier of said bank, will you state whether you are familiar with the books and business of said bank?

1272 Intg. 4th. Will you examine the books of said bank and state whether or not Joseph Steinhardt or Henrietta Steinhardt ever had an account in said bank, ever held any certificate of deposit, and whether the bank was ever owing either of them for any deposit or otherwise since October, 1873? If yea, what amount was owing by said bank to either Joseph Steinhardt or Henrietta Steinhardt, and how and when was the same drawn out?

Intg. 5th. Did Joseph Steinhardt ever have five thousand dollars or any other sum on deposit in said bank? Does his name or that of Henrietta Steinhardt appear on the books of said bank as a depositor or otherwise? Examine the books as far back as October, 1873, and state whether there is any record or other evidence that Joseph Steinhardt or Henrietta Steinhardt were ever creditors of said bank or transacted any business with it.

1273 Intg. 6th. Does the bank keep a regular set of books? If yea, would they show whether Joseph Steinhardt or Henrietta Steinhardt were creditors or depositors at any time since 1873; if they or either of them had occupied the relation of creditor or depositor?

Intg. 7th. Did you ever know Joseph Steinhardt or his wife, Henrietta Steinhardt? Were they creditors or depositors of said bank?

Intg. 8th. Do you know or can you state any other matter or thing material to the issues involved in this cause which may be of advantage to either of the litigants? If so, state them fully and at large in your answers.

W. G. WYLEY AND
J. F. LUDELING.
Solicitors for Complainants.

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

Cross-Interrogatories.

1274 1st X Intg. If you have stated in answer to direct interrogatories that you are officers of the Boatman's Savings Bank of St. Louis, state how long you have been connected with the institution.

2nd X Intg. Have you any knowledge of the facts inquired about in the interrogatories-in-chief, except such as you may obtain by an examination of the books of the book?

3rd X Intg. Have you made a personal examination of said books? If yes, when and at whose instance?

4th X Intg. Do you know Isaac Lesem, of Quincy, Ills., now president of the National bank of that place?

5th X Intg. If in answer to interrogatories-in-chief you have said that no account appears on the books of the Boatman's saving-bank in the name of Steinhardt or his wife, state whether during the same period any special ac't was kept with Isaac Lesem. If
1275 yea, what amount *we* deposited, when withdrawn, and how?

6th X Intg. Do you know the complainants? Are you connected in business with them or related to them in any way?

C. J. & J. S. BOATNER, *Att'ys.*

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

Circuit Court of the United States of America, Fifth Circuit and Western District of Louisiana, Holding Sessions in the City of Monroe, La.

To Charles D. Greene, Jr., Esqr., notary public & commissioner, St. Louis, Mo.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you W. H. Thomson and E. A. Meysenburg, of St. Louis, Mo., and them duly examine on the annexed interrogatories and cross-interrogatories on oath touching
1276 & concerning certain matters and things in a case now pending in the said court wherein Mississippi Mills and Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et.al.* and Simon Cohn *et al.* (consolidated cases) are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before September 1st, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe,
[SEAL.] La., this 1st day of August, in the year of our Lord 1887, and of the Independence of the United States of America the 112th.

J. B. BEATTIE, *D'y Clerk.*

1277 Endorsed: Nos. 90 & 111. U. S. circuit court, western district of Louisiana. Mississippi Mills and Wood & Lee *vs.* Mrs. Fannie Cohn *et al.* and Simon Cohn (consolidated cases). Commission.

U. S. Circuit Court, 5th Circuit, Western District of Louisiana. In Equity.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.*

and

WOOD & LEE
vs.
SIMON COHN *et al.*

Depositions of witnesses produced, sworn, and examined on the day hereinafter stated, at the office of Charles D. Greene, Jr., No. 311 Olive street, in the city of St. Louis and State of Missouri, under and by virtue of the annexed commission issued out of the circuit court of the United States, 5th circuit, within and for the western

district of Louisiana, in equity, to take the depositions of
1278 William H. Thomson & Emile A. Meysenberg in a certain consolidated case pending and at issue between Mississippi Mills and Wood & Lee, complainants, and Mrs. Fannie Cohn *et al.* and Simon Cohn *et al*, defendants, on the part of the said complainants.

WILLIAM H. THOMSON, *who* being first duly sworn on this fifth day of August, in the year of our Lord 1887, doth depose and say as follows, to wit:

1st. To the first interrogatory he saith: I am fifty years of age. I reside in the city of St. Louis, Missouri. I am cashier of the Boatmen's saving- bank of this city.

2nd. To the second interrogatory he saith: I have knowledge of the books and affairs of the Boatmen's saving- bank, they being under my control & supervision as cashier of said bank. For quite a number of years I was a book-keeper for said bank, but for
1279 seventeen years last past, in my capacity of cashier, I have had the supervision and ordering of the keeping of the books, papers, and records of the bank. My official connection with said bank at the present time is that of cashier and secretary.

3rd. To the third interrogatory he saith: I am, as cashier of said bank, thoroughly familiar with its books and business.

4th. To the fourth interrogatory he saith: I have examined and caused to be examined the books of this bank, and as a result of said examination state that neither Joseph Steinhardt nor Henrietta Steinhardt ever had a certificate of deposit in said bank, nor does it appear that the bank ever owed either of them any money on deposit or otherwise since October, 1873, or at any time.

5th. To the fifth interrogatory he saith: Joseph Steinhardt never had five thousand dollars nor any other sum on deposit with this bank, nor does his name appear upon the books of the bank
1280 as a depositor or otherwise since October, 1873. The same is true with reference to Henrietta Steinhardt. I have had examination made of the books of the bank as far back as 1870, and there is no record or other evidence that said Joseph or Henrietta Steinhardt were ever creditors of the said bank or ever transacted any business with it.

6th. To the sixth interrogatory he saith: Yes; this bank keeps a regular set of books, and they would certainly show in either of the parties named were creditors or depositors at any time since 1873 or before that time or if they at any time had occupied the relation of creditor or depositor.

7th. To the seventh interrogatory he saith: I never knew Joseph Steinhardt nor his wife, Henrietta Steinhardt. As I have before answered, they were neither of them ever a depositor or creditor of this bank.

8th. To the eighth interrogatory he saith: I know of no other matter or thing material to the issues involved in this cause
1281 or that might be to the advantage of either of the litigants.

Cross-examination:

X 1st. To the first cross-interrogatory he saith: I have been connected with the Boatmen's saving- bank (formerly the Boatmen's saving- institution) for more than thirty years.

X 2nd. To the second cross-interrogatory he saith: I have no knowledge of the facts inquired about in the direct examination, except as I have been able to obtain them from the books of this bank, the result of the examination showing that I have no knowledge of either of the parties mentioned nor of the matters at issue in this cause.

X 3rd. To the third cross-interrogatory he saith: I have made no personal examination of the books of the bank, but I have had them examined by the clerks in charge of the various books at various times during the last six months at the instance of various parties enquiring concerning the said Joseph and Henrietta Steinhardt and have always returned the same answer—that we could not find the said names on our books at all.

1282 X 4th. To the 4th cross-interrogatory he saith: I do not personally know Isaac Lesem, of Quincy, Ills., but I understand that he is (or was) in the banking business in that city, but I do not know of my own knowledge.

X 5th. To the fifth cross-interrogatory he saith: The examination of our books does not disclose the fact that we ever had any special account or any account of any kind or nature with Isaac Lesem.

X 6th. To the sixth cross-interrogatory he saith: I do not, except as hereinafter stated, know any of the parties in this case, complainants or defendants. I have no business connection with any of these parties nor am I related to any of them in any manner whatsoever. I have a friendly personal acquaintance with Mr. Joel Wood, of the firm of Wood & Lee, of this city, but I have no knowledge whatever of his or his firm's interest in this suit.

WM. H. THOMSON.

Sworn to and subscribed before me this fifth day of August, A. D. 1887.

1283 Witness my hand and official seal.

[SEAL.] C. D. GREENE, JR.,
Notary Public.

EMIL A. MEYSENBURG, *who* being first duly sworn on this fifth day of August, in the year of our Lord 1887, doth depose and say as follows, to wit:

1st. To the first interrogatory he saith: I am forty years of age. I reside in the city of St. Louis, Missouri. I am third teller of the Boatmen's saving- bank of this city.

2nd. To the second interrogatory he saith: I have knowledge of the books & affairs of the Boatmen's saving- bank; which knowledge was acquired by me in my official capacity as third teller. The signature books of the bank are under my control.

3rd. To the third interrogatory he saith: I am, as third teller,

thoroughly familiar with such portions of the bank's books as are in the teller's department.

1284 4th. To the fourth interrogatory he saith: I have made examination of the books of this bank running back to the year 1870, and make the statement that neither Joseph Steinhardt nor Henrietta Steinhorst has had an account with said bank nor a certificate of deposit of said bank, nor has this bank been owing either of them for any deposit or otherwise since that time until the present.

5th. To the fifth interrogatory he saith: Joseph Steinhorst never had five thousand dollars nor any other sum on deposit in this bank. Neither his name nor that of Henrietta Steinhorst appears upon the books of this bank as depositor or otherwise. I have examined as far back as 1870 and can find no record of either of said persons as being either creditors of the bank or as having ever transacted any business with said bank.

6th. To the sixth interrogatory he saith: This bank keeps
1285 a regular set of books, and those books would show whether or not Joseph Steinhorst or Henrietta Steinhorst were creditors or depositors at any time since 1873, or if they or either of them had ever occupied such relation with the bank.

7th. To the seventh interrogatory he saith: I never knew Joseph Steinhorst nor his wife, Henrietta Steinhorst. They were not creditors nor depositors of said bank.

8th. To the eighth interrogatory he saith: I know of no other fact, matter, or thing material to the issues involved in this case or which may be of advantage to any party thereto.

Cross-examination:

X 1st. To the first cross-interrogatory he saith: I have been connected with the Boatmen's saving- bank about four years.

X 2nd. To the second cross-interrogatory he saith: I have
1286 no knowledge of the facts enquired about other than what I obtained from my examination of the books of the bank. I can say that since my connection with this bank I have no recollection of either Joseph or Henrietta Steinhorst having had any business relations or transactions with said bank.

X 3rd. To the third cross-interrogatory he saith: I have made a personal examination of the bank's books for the purpose of answering these interrogatories; such examination was made at the instance of the cashier, Mr. William H. Thomson, who directed me to make such examination.

X 4th. To the fourth cross-interrogatory he saith: I do not know Isaac Lesem, of Quincy, Ills., personally, but I believe he has some bank connection in Quincy.

X 5th. To the 5th interrogatory he saith: I cannot find
1287 from my examination of the books of this bank that Mr. Isaac Lesem ever had any account, special or otherwise, with this bank.

X 6th. To the sixth cross-interrogatory he saith: I do not per-

sonally know any of the parties connected with these cases, nor have I ever had any business or other relation with any of them. I know of the firm of Wood & Lee being a St. Louis house, transacting their banking business with another bank entirely separate and distinct from the Boatmen's saving- bank.

E. A. MEYENSBURG.

Sworn to and subscribed before me this fifth day of August, A. D. 1887.

Witness my hand and official seal.

C. D. GREENE, JR.,
Notary Public.

[SEAL.]

STATE OF MISSOURI, } ss:
City of St. Louis, }

I, Charles D. Greene, Jr., the undersigned, notary public within and for the city of St. Louis and State of Missouri, do hereby
1288 certify that I caused William H. Thomson and Emil A. Meyensburg, the witnesses hereinbefore named and examined, to appear before me at the time and place above named, and after publicly and solemnly swearing each separately to tell the truth, the whole truth, and nothing but the truth in answer to the annexed direct and cross-interrogatories I then and there proceeded to examine each separately by propounding to him the said direct and cross interrogatories and reducing in my presence and that of the witness his answers thereto in writing, and I then caused each witness to sign his deposition in my presence, as already stated.

In witness whereof I have hereunto set my hand and
[SEAL.] affixed my official seal, at office, in the city of St. Louis, Missouri, this fifth day of August, in the year 1887.

C. D. GREENE, JR.,
Notary Public.

Endorsed: No. 111. U. S. circuit court, western district of
1289 Louisiana. Mississippi Mills *vs.* Fannie Cohn *et al.*, and Wood & Lee *vs.* Simon Cohn *et al.* Depositions of Wm. H. Thomson and Emil A. Meyensberg for Wood & Lee. Received in office, opened, and filed August 10th, 1887. J. B. Beattie, d'y clerk.

1290 *Depositions of W. D. & O. J. Arrighi.*

Circuit Court of the United States, Western District of La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

&

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

Consolidated cases.

Interrogatories to be propounded to O. J. Arrighi and W. D. Arrighi, competent witnesses, residing at Wyandotte, Kansas, whose answers when taken before competent authority will be read on the trial hereof on behalf of complainants.

Intg. 1st. What is your age, occupation, and place of residence?

Intg. 2nd. Are you acquainted with Simon Cohn, Manfred Meyer, John L. Martin, Fannie Cohn, & Henrietta Steinhardt, or either of them?

Intg. 3rd. Did you ever reside in Lake Providence; if so, during what period, and what occupation did you pursue while residing in Lake Providence?

Intg. 4th. If you say you pursued the occupation of a clerk or salesman, by whom were you employed while acting in the
1291 capacity of clerk or salesman in Lake Providence?

Intg. 5th. If you say you were employed as a clerk for Simon Cohn, please state during what years and for how long a period you were clerking for him? If you say you were employed as a clerk or salesman, please state whether you were ever employed as such in the store opened in the name of Manfred Meyer; also by whom you were employed to work in the Manfred Meyer store, and during what years and how long a period did you work in that store. Did Simon Cohn employ you or pay you for clerking in the Manfred Meyer store? Did he ever have any connection or take any hand in causing you to be employed in the Manfred Meyer store?

Intg. 6th. If you say you clerked for Simon Cohn while he kept store in his own name, please state for whom you afterwards clerked. If you say for Manfred Meyer, please state how long after leaving Simon Cohn's employment did you begin to clerk for Manfred Meyer.

1292 Intg. 7th. Where did you live and what was your occupation? For whom did you work before you came to Lake Providence? At whose instance did you come to Lake Providence, and for whom did you do business after coming to Lake Provi-

dence? Did Simon Cohn induce you to come to Lake Providence? Answer this question fully.

Intg. 8th. When did Manfred Meyer open a store in Lake Providence—about what time? Was it in the summer or fall of 1880, or when? Where did he come from? What was his occupation and for whom did he work or do business before he came to Lake Providence? Where did he reside or board after he came to Lake Providence and opened the store?

Intg. 9th. If you say he came from Tensas parish and was by occupation a clerk or book-keeper, please state whether or not he was the book-keeper or clerk of Alexander Cohn or some store in which Alexander Cohn was interested. What relation, if any, is Alexander Cohn to Simon Cohn? Had Simon Cohn ever been a
1293 partner of Alexander Cohn in a store in Tensas parish? If yea, had Manfred Meyer ever been employed as a clerk or book-keeper for said firm? State what you know about this.

Intg. 10th. Did Manfred Meyer board or make his home at the residence of Simon Cohn after he opened the store at Lake Providence? What were their social and business —? What business transactions did they have together?

Intg. 11th. Did Simon Cohn ever furnish any goods, property, credit, or money to Manfred Meyer or in any manner aid him in conducting the store? Did Simon Cohn have any interest, direct or indirect, in the Manfred Meyer store? Did he assist in the management of the said store? Did he sell goods and otherwise act as proprietor or clerk in the said store? State what you know about this.

Intg. 12th. Did he seem to have an interest in the store? Did he stay about the store much or display any zeal for its prosperity? Did he try to bring business to the store? Did he give any
1294 directions to the employees of the store? Did he pay the drayman or any of the employees for their services for the store?

Intg. 13th. Do you swear that Simon Cohn did not assist in the management of the Manfred Meyer store? Do you swear that he did not employ you or cause you to be employed to clerk in the said store? Do you swear that he did not pay you any money for your wages in that store?

Intg. 14th. Do you swear that none of the goods in the Manfred Meyer store were taken or obtained from Simon Cohn's brick store or from his store under the old Firemen's hall or from the wharf-boat, where Simon Cohn's goods had been received?

Intg. 15th. State under oath, as near as you can, what quantity of goods—about what proportion of the stock—in the Manfred Meyer store came from Simon Cohn's store or the goods of Simon Cohn's on the wharf-boat. In truth, did not all or nearly all the goods opened up in the Manfred Meyer store come from Simon Cohn's, directly or indirectly? Was not the greater part of
1295 those goods received at the wharf-boat as Simon Cohn's goods or taken from Simon Cohn's stores to the Manfred Meyer store? State fully what you know about this.

Intg. 16th. Did you see in the Manfred Meyer store any boxes of goods or barrels or packages that came from Simon Cohn? How were they marked? Had they been marked in Simon Cohn's name? If yea, was his name still on the boxes or had it been erased? Did you erase or know that any one else erased Simon Cohn's name from any boxes, barrels, or packages of goods that came from Simon Cohn to the Manfred Meyer store? If yea, state who erased Simon Cohn's name from those boxes and by whose order were the erasures made.

Intg. 17th. If you say that there were goods in the Manfred Meyer store that once belonged to Simon Cohn and were taken from his store or the wharf-boat, will you state under oath the name of the person who supervised or directed the removal of those goods to the Manfred Meyer store? Did Simon Cohn himself direct the re-
1296 moval of those goods? Did John L. Martin supervise, direct, or have any knowledge of the removal of those goods to the Manfred Meyer store? Did you supervise, direct, or have any knowledge of the removal of those goods to the Manfred Meyer store? State under oath fully all about this which you know.

Intg. 18th. Who was the drayman of Simon Cohn prior to his failure in December, 1880? Who was the drayman or the principal drayman for Manfred Meyer? Who drayed the goods to Manfred Meyer's store that came from Simon Cohn's store or from the goods of Simon Cohn on the wharf-boat? Were they drayed by day or in the night or both?

Intg. 19th. Was Wash. Stewart the drayman of Simon Cohn? Did he not dray those goods of Simon Cohn's or that had belonged to Simon Cohn to the Manfred Meyer store? If yea, will you state under oath whether or not he drayed those goods or a part thereof in the night-time? Answer this question fully.

Intg. 20th. Were any of those goods drayed in the night-time to the Manfred Meyer store; if yea, about what proportion were
1297 so drayed in the night-time?

Intg. 21st. Was it customary in Lake Providence for merchants to have their goods drayed to their stores in the night-time? If yea, state the names of those merchants who pursued that custom. State fully what you know on this subject.

Intg. 22nd. Did the wharf-boat deliver goods to drays in the night-time as a general thing? Do you swear that those goods that came from Simon Cohn were not hauled to the Manfred Meyer store in the night?

Intg. 23rd. Was it generally known that Simon Cohn was furnishing Manfred Meyer with goods, or selling him goods, or lending him goods, or letting him have goods with which to open up and operate the Manfred Meyer store? Was it generally known that goods were being moved either by night or by day to the Manfred Meyer store from Simon Cohn's stores or from the freight of Simon Cohn on the wharf-boat? If yea, state fully the names of the persons who know that Simon Cohn was letting Manfred Meyer have goods
1298 and who knew that these goods were being hauled to the Manfred Meyer store by day or night or both.

Intg. 24th. Do you swear that those goods were publicly bought and openly & publicly hauled during business hours in the daytime from Simon Cohn to the Manfred Meyer store? Do you swear that the transactions of Simon Cohn and Manfred Meyer in reference to those goods and the removal thereof to the Manfred Meyer store were open and public and generally known? Do you deny under oath that those transactions and moving of goods in the night-time were done clandestinely or done secretly to prevent the matter from being generally known? Was it not understood that the affairs of Simon Cohn and Manfred Meyer in relation to those goods were to be kept secret and not talked about by you and the other employees?

Intg. 25th. Do you swear that you did not tell any one in Lake Providence that Simon Cohn & Manfred Meyer were engaged in perpetrating a fraud on the creditors of Simon Cohn; 1299 that they were shipping the goods of Simon Cohn and moving them to the Manfred Meyer store clandestin-ly or otherwise with a view to defeat the creditors of Simon Cohn? Do you deny under oath that you said to one or more persons in Lake Providence that Simon Cohn really owned the Manfred Meyer store or was interested in it, and that the transactions of Cohn & Meyer were really fraudulent?

Intg. 26th. Do you deny under oath that you or one of your during the time that O. J. Arrighi was clerking on the wharf-boat told Dave Dryfuss, W. G. Wyly, V. M. Purdy, or either of them or certain other parties that the Manfred Meyer store was a sham affair; that Simon Cohn was the owner and largely interested; that Manfred Meyer was not the real or sole owner, and that the Manfred Meyer store was filled with Simon Cohn's goods, and the object was to defraud Simon Cohn's creditors? Did you not use these words or words to that effect or some other words conveying your 1300 knowledge and belief that Simon Cohn was putting up a job or fraud on his creditors under the cover of Manfred Meyer's name? State fully what you did say about that matter and say did you not tell the truth in those remarks.

Intg. 27th. Who were the clerks in the Manfred Meyer store? Who received & opened the goods? Did Simon Cohn open or put up any of the goods that came from his store or that had been received by him at the wharf-boat? Was he present when those goods were opened and put on the shelves of the Manfred Meyer store? Did he give any directions or take any part in the business affairs of the store at that time or subsequently?

Intg. 28th. If you say Manfred Meyer got goods from Simon Cohn, will you state whether a formal invoice or invoices were made out; if so, who made out the invoices of *pro forma* evidence of sale? Did John L. Martin have any hand in the matter? Did he make out those invoices or have knowledge that goods were taken from Simon Cohn's store to the Manfred Meyer store from 1301 Simon Cohn's stores or from Simon Cohn's freight on the wharf-boat?

Intg. 29th. Did Simon Cohn ever suggest or say what goods he wished brought from his stock to the Manfred Meyer store?

Intg. 30th. At what landing in Lake Providence did Manfred Meyer receive his goods while he was merchandising? Did he give his business to V. M. Purdy's wharf-boat?

Intg. 31st. Was all the goods that came from Simon Cohn's to the Manfred Meyer store boxed up when drayed to the store? Was any of the goods in original boxes, barrels, or packages; if so, about what proportion? State fully what you know about this.

Intg. 32nd. What classes of goods were received at the Manfred Meyer store from Simon Cohn? State about the amount of dry goods, clothing, boots & shoes, hats, groceries, &c., so received at the Manfred Meyer store.

Intg. 33rd. If you say that the goods from Simon Cohn came regularly invoiced to Manfred Meyer, will you state & swear that he paid Cohn for them?

Intg. 34th. Do you swear that you never told any one
1302 that Manfred Meyer never paid anything for those goods he got from Cohn? Do you deny under oath that you said they were Cohn's goods; that Cohn was acting under cover of Meyer's name to cheat or defraud his creditors?

Intg. 35th. What did you, O. J. Arrighi, say about this affair after you quit the employ of Manfred Meyer and went to work on the wharf-boat for Purdy? Tell fully what you said at that time.

Intg. 36th. Did Simon Cohn have any interest directly or indirectly in the store opened in the name of John L. Martin on Black Bayou? Did he ever furnish any goods, money, or credit for Martin with which to open and carry on that store? Did Martin get any of these goods out of the Manfred Meyer store at the instance of or by request of Simon Cohn? Did Martin ever meet Simon Cohn in the Manfred Meyer store and ask him for assistance or to furnish goods for the Black Bayou store? Did he ever confer or consult with Cohn in reference to the affairs of the Black Bayou store?

1303 Intg. 37th. John L. Martin's letters to merchants ordering goods in 1881 were written under letter-heads of M. Meyer and purport to have been written in his store. Will you state whether you ever saw him writing letters in that store, and whether you ever saw him consulting with Simon Cohn or Manfred Meyer or both about the time he wrote those letters ordering goods? From what you could see & hear did you understand that Simon Cohn had an interest in the store or owned the store run in the name of John L. Martin?

Intg. 38th. Are you well acquainted with John L. Martin? Were you and he employed as clerks by Simon Cohn prior to his failure? What were the circumstances of John L. Martin? What was his salary and how often did he draw it? Did he draw it out monthly like other clerks; did he live well up to his income or did he allow his salary to accumulate to any considerable amount in the hands of his employer? Were the clerks of Simon Cohn paid off before

his failure? If yea, how much money was paid out to each,
1304 and how long before the failure? How much was paid to John L. Martin?

Intg. 39th. How much capital did John L. Martin have when the Black Bayou store was opened in his name? Who made the arrang-ments to procure the storehouse and from whom was it procured? Did not Simon Cohn make the arrangements with Frank Coleman for the opening of the Black Bayou store in the name of John L. Martin? Was not Simon Cohn really the owner of that store? Did he not use the name of John L. Martin merely as a cover to protect that store from his creditors? State what you may know about this.

Intg. 40th. Did John L. Martin have the capital and credit necessary to open and conduct that store on his own hook or independently of Simon Cohn?

Intg. 41st. What was the character of Simon Cohn's dealings prior to his failure? Did Simon Cohn sell off his goods at low rates and in large lots to planters & merchants a short time prior to his failure? State what you know about shipments, if any, of goods to other places by Simon Cohn.

1305 Intg. 42nd. Did he ship any goods elsewhere from Lake Providence in the fall or winter of 1880, just prior to his failure? If yea, to whom & to what place did he ship goods? Did he ship any goods to Alex. Stockner at Shiloh Landing? Did he ship any goods to C. L. Collman & Co., Milliken's Bend? Did he ship any goods to D. Morris, Hard Times Landing? If yea, and you say he shipped goods to one or all of these parties in the fall of 1880, will you state who supervised and directed the shipment of those goods, who boxed & sent those goods to the wharf-boat to be shipped, and who supervised the matter? Did Simon Cohn attend to it personally? Did John L. Martin have any hand in it? Did he supervise, direct, or have any knowledge in reference to the shipment of goods to those parties?

Intg. 43rd. How was it that just before his failure Simon Cohn began to ship or dispose of large lots of goods to the parties named above?

Intg. 44th. Do you know C. L. Collman, who opened a store at Milliken's Bend about the time of the failure of Simon Cohn? If yea, where did he get his goods and who induced him to open
1306 that store? Had he ever been employed at Bernard, Arkansas, or elsewhere as a clerk for Simon Cohn? Who were the members composing the firm of C. L. Collman & Co.? Did Simon Cohn have any interest, directly or indirectly, in that store? Did he furnish any goods, credit, or money to open that store? Did Simon Cohn, as agent for Mrs. Henrietta Steinhardt, have any interest in that store, furnish any goods, money, or credit with which to operate it?

Intg 45th. It has been proved that Simon Cohn, agent, went to Milliken's Bend in 1883, while C. L. Collman was absent, and wound up the business of that store, selling the remnant of goods and fixtures to Nick Kahn; state what you know about it. Do you swear

that Simon Cohn was not interrested in that store? Was he not the real owner, and did he not do business in the name of C. L. Collman & Co. as a cover to defeat his creditors?

Intg. 46th. Do you know or have you any knowledge in reference to any goods shipped from Lake Providence to D. Morris at Hard Times Landing? If yea, from whom were those goods
1307 obtained and for what purpose were they shipped off to Hard Times Landing? Did you know Alexander Cohn & D. Morris? What were the social and business relations between them and Simon Cohn? Had they ever been connected in business or belonged to the same firm in merchandising in Tensas parish? Did Simon Cohn ever have any interest or derive any benefit from those goods after they had been shipped from Lake Providence by him to Hard Times Landing for D. Morris?

Intg. 47th. Have you been talked to or written to by Simon Cohn or any friend of his or have you been advised by any one not to give damaging testimony against Simon Cohn or Henrietta Steinhardt? Have you been advised by any one not to make a full, free, and fair disclosure of all your knowledge in reference to the affairs of Simon Cohn, Manfred Meyer, & John L. Martin? Has there been any influence attempted to be brought to bear to induce you not to make a full and truthful statement of all you know about the matter enquired of? If so, by whom?

1308 Intg. 48th. Has Simon Cohn, Will. H. Fisher, or any one else ever offered to employ you or reward you as an inducement not to tell all you know about the affairs of Simon Cohn, Henrietta Steinhardt, Manfred Meyer, & John L. Martin or either of them?

Intg. 49th. Have you answered fully & truthfully all the questions propounded to you as above set out? Do you swear that in your answers to the foregoing questions you have made a fair, full, & impartial disclosure of all your knowledge in reference to the matters inquired of in each interrogatory; that you have not attempted to evade any of the questions, but have given full, fair, and impartial answers to all of them?

Intg. 50th. Do you know or can you state any other matters or thing material to the issue of this case or which may be of advantage to either of the litigants? If so, state the same fully and at large in your answers.

W. G. WYLY, *Solicitor.*

A true copy.
Attest: J. B. BEATTIE.

1309 WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
FANNIE COHN *et al.* } No. 90.

Consolidated cases.

The defendants object to the interrogatories propounded by the plaintiffs or complainants to O. J. Arrighi & W. D. Arrighi, witnesses for said plaintiffs, upon the grounds that each & all of said interrogatories are leading, suggesting the answers desired; that they assume as true matters that have not been proven; that said plaintiffs have treated said witnesses as witnesses for defendants, and have cross-examined them, whereas they are witnesses for plaintiffs themselves and in no sense whatever witnesses for defendants; that they seek & enquire for hearsay evidence and for matters & things entirely irrelevant and immaterial to the issue now involved in this litigation.

Reserving these and all other objections to the admissibility of the questions or answers as a whole, and to each individual question for any cause whatever, defendants propound the following cross-interrogatories to each of said witnesses, requiring them to answer same:

1310

X Intg. 1st. You are not permitted by law to tell, say, or swear to anything except what you may know of your own personal knowledge—that is, what you yourself may have actually seen or heard and not what you think or suppose. Now, keeping this in mind, please state whether you actually saw & heard all you have testified to in your examination-in-chief, and if you have answered any one of the direct interrogatories from supposition or impression or hearsay please state and name the ones you have so answered. When you do not know the thing or matter enquired of you in the direct interrogatories it is proper for you to answer that you do not know. Now please state if you have so answered in all things where you do not actually know of your own knowledge.

X Intg. 2nd. Which one of you was employed by Manfred Meyer and which one by Simon Cohn? Is it not the fact that O. J. Arrighi was employed by Manfred Meyer in his (Meyer's) store, and is it not the fact that Simon Cohn never had anything whatever to do with this employment by Meyer? Cohn never employed O. J. Arrighi, did he, nor ever paid him of-, pretended to "boss" him, or have anything to do with his employment, directly or indirectly, did he?

1311

X Intg. 3rd. If you ever saw Simon Cohn in or about Manfred Meyer's store on Lake St. what was he doing there; was he not there merely as any one else would be? He did not take or pretend to have any authority or control over or about the store, did he? How often was he there; oftener than other people or about like other people in the town?

X Intg. 4th. If you have testified in chief that the goods in Meyer's store came from Simon Cohn's store, please state how you know this. Did you see the goods come out of Cohn's store? Did not Meyer pay for his goods like other merchants? Was not Meyer able and did he not have the funds to have a store of his
1312 own? If you say he did not, how do you know that he did not? You did not know him before you came to work for him, did you?

X Intg. 5th. You knew Mrs. Henrietta Steinhardt, the mother-in-law of Simon Cohn, did you not? She is an old & fe-ble lady and crippled, is she not, and was at the time you knew her?

X Intg. 6. She was quite well off or wealthy, was she not? Is it a fact that she had considerable money when you knew her in the town of Lake Providence? How much did she have, or how much do you suppose she had? Please state all you may know about her having money and how much.

X Intg. 7th. Was it not generally understood that she was a lady of means? Have you not heard that she had considerable money? Please state all you may know about the general understanding concerning her having money and what you may have heard about the same.

X Intg. 8th. Has W. G. Wyly, the attorney for the plaintiffs, written to you or either of you at any time in regard to your tes-
1313 timony in this case? If so, what did he write? Did he write trying to induce you to give damaging testimony against the defendants? What inducements did he offer? Did he write more than one letter? Please annex as part of your answers all the original letters or copies thereof which he has so written you, or if you have not the letters themselves state what has become of them and give their contents to the best of your recollection.

X Intg. 9th. Has any one else written to you on behalf of the plaintiffs at any time? If so please annex the letters or copies thereof as part of your answer, and if you have not the letter or letters now state their contents to the best of your recollection?

X Intg. 10th. Please state any other matter or thing of advantage to the defendants which you have not already stated as fully as if you were specially interrogated thereon.

J. M. KENNEDY, *Att'y.*

Endorsed: No. 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et als.* & Mississippi Mills *vs.* Fannie Cohn *et al.* No. 90 Consolidated cases. X interrogatories to O. J. & W. D. Arrighi

1314 Circuit Court of the United States of America, the Fifth Circuit, Holding Sessions in the City of Monroe, La.

To D. R. Churchil, Esq., U. S. commissioner, Wyandotte, Ka.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you O. J. Arrighi & W. D. Arrighi, of

Wyandotte, Ka., and then duly examine on the annexed interrogatories and cross-interrogatories on oath touching and concerning certain matters and things in a case now depending in the said court, wherein Mississippi Mills & Wood & Lee are plaintiffs and Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal and send enclosed to this court on or before 15 Oct., 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, [SEAL.] La., this 1st day of October, anno Domini 188–, and the 112 year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United Sta'es circuit court. No. 90 & 111. Mississippi Mills, Wood & Lee *vs.* Mrs. Fannie Cohn *et al.* & Simon Cohn *et al.* Commission.

1315 Be it remembered that in pursuance *to* the authority given the undersigned and in accordance to a certain commission from the circuit court of the United States of America in and for the 5th — western district of Louisiana, in equity, and dated the 1st day of October, A. D. 1887, and duly certified under the hand of J. B. Beattie, clerk of said court, and in a certain action in said court pending, wherein Mississippi Mills & Wood & Lee are plaintiffs and Simon Cohn *et al.* & Fanny Cohn *et al.* are defendants, in pursuance of the said commission, I did by legal process cause O. J. Arrighi & W. D. Arrighi, of Wyandotte county and State of Kansas, to appear before me, the undersigned, United States commissioner, at my office, in the county of Wyandotte, State of Kansas, duly appointed and commissioned as commissioner as aforesaid, and the said W. D. Arrighi and O. J. Arrighi personally appeared as subpœn*e*r*e*d on the part of the said plaintiffs in the above-entitled action, now pending as aforesaid, who *are* first by me duly sworn on the Holy
1316 Evangelist *was* there and then examined and interrogated by me *as* questions in said commission settled and set forth for the said plaintiffs, and the said W. D. ARRIGHI and O. J. ARRIGHI, being first interrogated, testified as follows, to wit:

Answers to Interrogatories.

Intg. 1st. W. D. Arrighi; age, 27; clerk; Wyandotte, Ks.

Intg. 2nd. I know them all.

Intg. 3rd. I lived there from September till November, I think, in 1880.

Intg. 4th. I was employed by John L. Martin.

Intg. 5th. No; I never worked for Manfred Meyer.

Intg. 6th. I clerked for Simon Cohn, and after leaving him returned to Natchez and clerked for J. W. Boose.

Intg. 7th. I lived in Natchez and worked for J. W. Roose at the instance of Jno. L. Martin. I done business for Simon Cohn. No; Simon Cohn did not induce me to come to Lake Providence. No; he did not employ me.

1317 Intg. 8th. As near as I can recollect, Manfred Meyer opened a store, I think, in October, 1880. I don't know where he came from. Before he came to Lake Providence he was book-keeper for Morris & Cohn at Hard Times L'd'g, La. He boarded for a while at Cohn's and then went to board at Mrs. Stein's.

Intg. 9th. Yes; he was book-keeper for A. Cohn & Morris, Tensas parish La. Simon Cohn & Alexander Cohn are brothers. Not that I know of; as for them being in partnership, I do not know anything about it.

Intg. 10th. No; he did not. I don't know of any business relations between them.

Intg. 11th. Manfred Meyer purchased goods of Simon Cohn. I don't know of any interest that Simon Cohn had in Manfred Meyer's store. He did not assist in the management of Meyer's store. I never seen him sell any goods in Manfred Meyer's store and never knew him to have anything to do with Meyer's business.

12th Intg. Not that I know of. He did not as far as I know. Not that I know of. He did not as far as I know.

1318 Intg. 13th. To the best of my knowledge & belief I don't think he had anything to do with it. He did not, as I said before. I never worked for Manfred Meyer. He did not.

Intg. 14th. I know that Manfred Meyer purchased goods from the brick store from Simon Cohn, and outside of this I know nothing.

Intg. 15th. I cannot answer, as I did not see him or wait on him. I do not know anything about where Meyer got his stock from, neither do I know whether the stock in Meyer's store came to Meyer or to Cohn. I know nothing about it, I having left the store of Cohn in November & his employ at that time, consequently I do not know anything about the business of Mr. Meyer.

Intg. 16th. I never seen any boxes, p'k'g's, or barrels erased & M. Meyer's name put on them.

Intg. 17th. Simon Cohn or John L. Martin waited on Manfred Meyer when he came to the store and sold him whatever goods he wished. After waiting on him the goods were packed and

1319 sent to Manfred Meyer's store. I did not supervise or direct anything about the store or business.

Intg. 18th. Wash. Stewart was drayman. I don't know who Meyer's drayman was. What goods that were purchased at the brick store of Simon Cohn was hauled by Wash. Stewart, I cannot say.

Intg. 19th. Yes; I don't think that he drayed any goods from the store at night, that I know of.

20th Intg. Don't know that any goods were drayed at night.

Intg. 21st. It was customary to receive goods at any time, day or night, from the landing, whenever they came. I think all the merchants did.

Intg. 22nd. As a general thing they did not. I don't know when the goods were hauled.

Intg. 23rd. I don't know that it was generally known. I don't know.

Intg. 24th. The goods that I have reference to that were sold from the brick store of Simon Cohn to Manfred Meyer was sold during business hours publicly and delivered, as far as I
1320 know, publicly. I do not know of any goods being moved clandestinely. I never received any such instructions.

Intg. 25th. I was not in Lake Providence at the time of all this commotion, and I do swear that I never did say anything to any person about the business; not knowing anything about it, could not, and I did not.

Intg. 26th. I know the parties by sight, but never spoke to them about this business or any other; I did not.

Intg. 27th. O. J. Arrighi & Will. Fisher I don't know.

Intg. 28th. John L. Martin was book-keeper and manager for Simon Cohn. The clerks got their instructions from him. I don't know.

Intg. 29th. Not that I know of.

Intg. 30th. Some of his goods were received on the wharf-boat owned by V. M. Purdy.

Intg. 31st. I don't know anything about this.

Intg. 32nd. " " " "

Intg. 33rd. " " " "

Intg. 34th. I never said it.

Intg. 36th. I don't know.

Intg. 37th. I don't know.

1321 Intg. 38th. Yes; I am. I was employed as clerk & he as manager. I don't know. I don't know what salary he got. I don't know. I don't know. I don't know; I was not there.

Intg. 39th. I don't know. I don't know anything about it.

Intg. 40th. I don't know.

" 41*th*. I don't know. I don't know.

" 42*rd*. M. Stockner & C. L. Collman bought goods and they were shipped to them. I don't know if he shipped goods to Morris or not. The goods that went to Stockner Cohn sold & I helped to pack them, and I seen Stockner paying him money. How much I don't know. John L. Martin made all bills of lading and done all correspondence and seen to shipments.

Intg. 43rd. The goods that the parties Stockner & Collman bought were purchased between the latter part of September & the 5th of November.

Intg. 44th. Collman opened store at Milliken's Bend before I left Cohn's employ. I don't know who induced him to open the store; not that I know of. I don't know who composed the firm. I don't know.

Intg. 45th. I don't know anything about it.

Intg. 46th. I don't know of any. I know Alex. Cohn & D.
1322 Morris. I don't know of any. I don't know.

Intg. 47th. I have never heard from or talked to Simon

Cohn or written to him. I never have been advised by any one in regard to this business. No person has ever spoken to me; no.

Intg. 49th. I have & told all I know.

Intg. 50th. I don't know anything but what I have stated above.

WM. D. ARRIGHI.

Cross-Interrogatories.

1st. What I have stated is of my own personal knowledge.

2nd. O. J. Arrighi was employed by Manfred Meyer. W. D. Arrighi was employed by Simon Cohn. O. J. Arrighi was employed by Meyer & not by Cohn & Cohn did not have anything to do with him, as far as I know, either by bossing or paying him for his services.

3rd. I have seen Cohn in there setting down talking. I thought him there as a visitor and not as a person having control of the store.

4th. As far as I know, I think Meyer had means to run a store & pay for goods.

5th. I did know Mrs. Steinhardt. She is old & crippled
1323 and was so at the time I knew her.

6th. Said to be well off. Don't know how much she had; I cannot say.

7th. I have heard that she had plenty and was well fixed, having plenty of money, and from what I heard while there I believed it to be true.

8th. He wrote to O. J. Arrighi, asking questions that he wished answered in a legal form; not that I know of; none that I know of.

9th. No one has written to me.

10th. I don't know anything more.

WM. D. ARRIGHI.

Answers to Interrogatories Propounded to O. J. Arrighi.

Intg. 1st. O. J. Arrighi; age, 30 years; clerk; Kansas City, Missouri.

Intg. 2nd. Am acquainted with them all.

Intg. 3rd. Yes; from September, 1880, until September, 1881; I was clerking in store part of the time, and part of the time clerking on the wharf-boat.

Intg. 4th. I was employed to clerk by John L. Martin.

1324 Intg. 5th. Was employed to clerk by John L. Martin, to clerk in Simon Cohn's store in 1880 about one month, and then went to the store of Manfred Meyer; was employed by Manfred Meyer; was there part of 1880 & 1881. Simon Cohn did not employ me or pay me in the Manfred Meyer store. I was told by Simon Cohn that he had more men in his store than they could use, and that Manfred Meyer was going to open a store; that I had better go up there.

Intg. 6th. I clerked for Simon Cohn; next for Manfred Meyer;

went direct from Simon Cohn's store to Manfred Meyer's store, and commenced to clean up while waiting for goods.

Intg. 7th. I lived in Deadman's Bend, Wilkinson county, Miss., and was manager in a store for George F. Kirnstra, ag't John L. Martin; done business for Simon Cohn and Manfred Meyer & V. M. Purdy. Simon Cohn did not induce me to come to Lake Providence; John L. Martin employed me as soon as I got to Lake Providence.

Intg. 8th. Manfred Meyer opened a store in the fall of
1325 1880 in Lake Providence. He came from Newhelton, Louisiana; don't know who he worked for before he came to Lake Providence; he slept in the store and took his meals at Simon Cohn's residence.

Intg. 9th. Don't know anything about it except hearsay.

Intg. 10th. As I have stated before, Manfred Meyer slept at the store and took his meals at the residence of Simon Cohn; I know nothing about their business relations, but socially they were the best friends I ever saw.

Intg. 11th. Manfred Meyer bought some goods from Simon Cohn; I don't know whether Simon Cohn had any interest in the Manfred Meyer store or not; he did not assist in the store or sell any goods in said store.

Intg. 12th. He did not to my knowledge.

Intg. 13th. To my knowledge he did not; I swear he did not employ me in the Manfred Meyer store, but as to causing me to be employed in said store I can't say, and Simon Cohn did not pay me any money for wages in the store.

Intg. 14th. I do not.

1326 Intg. 15th. They was some goods come from Simon Cohn's store, but as to what proportion of the stock in the Manfred Meyer store came from Simon Cohn's I can't say.

Intg. 16th. They were some goods received from Simon Cohn's store, but all goods bought by Manfred Meyer were marked in his own name in full and *and* some diamond M. Simon Cohn's name was not on any of the boxes, but might have been erased; they was no erasures made in the Manfred Meyer store while I was working in the Simon Cohn store; we sold goods to several parties, and Simon Cohn's name was erased by the order of his manager, John L. Martin.

Intg. 17th. There were goods in the Manfred Meyer store that once belonged to Simon Cohn, but who supervised or directed the removal of those goods I don't know.

Intg. 18th. Wash. Stewart was the drayman for Simon Cohn; Wash. Stewart was the drayman of Manfred Meyer; Wash. Stewart drayed goods from Simon Cohn's store, but don't know of any goods coming from Simon Cohn that was drayed from the wharf-boat to Manfred Meyer's store; they were drayed by day and
1327 night both, but after business hours.

Intg. 19th. Wash. Stewart was the drayman of Simon Cohn; he drayed those goods to the Manfred Meyer store; he drayed part of those goods in the night-time.

Intg. 20th. Part of those goods were drayed in the night, but what proportion I can't say.

Intg. 21st. It was; I do not know of any merchant in Lake Providence doing business at that time but what drayed their goods in the night-time if it was necessary.

Intg. 22nd. While I was clerking at the wharf-boat I delivered goods up to the time I went to bed. I do not swear that those goods were not hauled in the night.

Intg. 23rd. I do not know whether it was generally known or not that Manfred Meyer was getting goods from Simon Cohn; I don't know.

Intg. 24th. They were hauled both night & day, but when they were bought I do not know; I don't know of those goods being removed clandestinely or secretely. I know of no understanding whereby the employees of the Manfred Meyer store was to
1328 keep any of the business transactions of the store a secret.

Intg. 25th. I do not remember of telling any one that Simon Cohn and Manfred Meyer were perpetrating a fraud on the creditors.

Intg. 26th. I don't remember to of ever have stated to any one any such thing; I don't remember of conveying any such impression to any one.

Intg. 27th. O. J. Arrighi and W. H. Fisher; I received and opened the goods with the assistance of W. H. Fisher and M. Meyer; Simon Cohn did not open or put up any of those goods in M. Meyer's store; he was not present as I know of; he did not take any part to my knowledge.

Intg. 28th. Goods were always invoiced that came from Simon Cohn to Manfred Meyer; it was made by John L. Martin and Louis Leddy. John L. Martin made the invoices of the goods that came from Simon Cohn's store; he was his manager.

Intg. 29th. I was not at Cohn's store and can't say what suggestion was made.

Intg. 30th. He received goods at both landings.

Intg. 31st. All goods that came from Simon Cohn's store to
1329 Manfred Meyer's store were boxed up, and all the goods that M. Meyer received from Simon Cohn were in the original boxes, barrels, or packages.

Intg. 32ed. Manfred Meyer received from Simon Cohn dry goods, clothing, boots & shoes, and groceries.

Intg. 33rd. I don't know whether Manfred Meyer ever paid Simon Cohn for the goods that came from his store or not.

Intg. 34th. I swear that I never told any one that Manfred Meyer never paid anything for those goods he got from Cohn; don't remember of stating that Cohn was acting under cover of Meyer's name to defraud his creditors.

Intg. 35th. If I ever did have any talk about the affair I don't remember what I did say.

Intg. 36th. I don't know of Simon Cohn having any interest in the store opened in the name of John L. Martin.

Intg. 37th. I know nothing about that transaction at all.

Intg. 38th. I am well acquainted with John L. Martin. We were both employed by Simon Cohn. I can't say what his circumstances was financially. I don't know what his salary
1330 was, nor I do not know how often he drew it or when he drew it. I was with Manfred Meyer when Simon Cohn failed.

Intg. 39th. I don't know how much capital John L. Martin had when he opened the Black Bayou store. I don't know who made the arrangements nor from whom the storehouse was procured. I don't know anything about the Martin store.

Intg. 40th. I can't say.

Intg. 41st. I was not with Simon Cohn and can't state what was done by Cohn.

Intg. 42rd. He shipped goods late in the fall of 1890 from Lake Providence to Alex. Stockner, Shiloh Landing; C. L. Collman & Co., Milliken's Bend, but don't remember of his shipping to D. Morris. John L. Martin and Simon Cohn supervised and directed the shipment of those goods. All the clerks in the store helped to box them. John L. Martin invoiced them to those parties.

Intg. 43rd. I don't know.

Intg. 44th. I never saw C. L. Collman but once. I don't know who induced him to open that store. I don't know of his being employed as a clerk at Bernard, Arkansas; I don't know.

1331 Intg. 45th. I was not in that parish at that time, 1883, so I know nothing of that matter.

Intg. 46th. I don't know D. Morris. I knew Alexander Cohn when I saw him. I don't know as to his business relations with Simon Cohn or D. Morris.

Intg. 47th. I have been written to by Simon Cohn. No; I have not been advised not to tell all I knew in the matter.

Intg. 48th. They have not.

Intg. 49th. To the best of my knowledge, I have.

Intg. 50th. I have stated all I know about it.

O. J. ARRIGHI.

Answers to Cross-Interrogatories.

1st. I have not answered anything that I did not know of my own knowledge.

2nd. I was employed by Manfred Meyer & W. D. Arrighi by Simon Cohn. Simon Cohn never had anything to do with the employees of Meyer's. Simon Cohn had nothing to do with O. J. Arrighi, directly or indirectly.

3rd. I saw Simon Cohn about Manfred Meyer's store on
1332 Lake street. He just dropped in and talked awhile, and then *go* on about his —. He did not have any control over or about the store.

4th. By the invoices and what the drayman said; I did not see them come out of the store. I don't know whether he paid Cohn for his goods or not, but I have seen him paying others for goods; to the best of my knowledge, he was. I knew him before I went to work for him—that is, M. Meyer.

5th. I knew Henrietta Steinhardt. She was old and crippled when I knew her.

6th. She had the reputation of being well off, but of my own knowledge I can say nothing about what she was worth.

7th. It was all hearsay about her, so far as I am concerned, but it was talked about as her having considerable money.

8th. W. G. Wyly wrote to me, sending me a list of questions to answer, but he did not write trying to induce me to give damaging testimony against the defendants. He offered no inducements. He only wrote one letter. I think I have the letter at home, but can't state the contents any more than I have.

1333 9th. I have not.

10th. That is all.

O. J. ARRIGHI.

I, D. R. Churchil-, United States commissioner in and for the district of Kansas, do hereby certify that the witnesses W. D. Arrighi & O. J. Arrighi in the foregoing depositions named *was* by me duly sworn to -estify to the truth, the whole truth, and nothing but the truth; that said depositions *was* taken at the time & place mentioned, to wit, at my office, in said Wyandotte city, county of Wyandotte, State of Kansas, and on the 18 & 19th days of October, 1887, between the hours of 8 o'clock a. m. & 10 o'clock p. m. of said days; that said depositions *was* reduced to writing, O. J. Arrighi by me and W. D. Arrighi by a clerk, and when completed *was* by me read to said witnesses, and being by them corrected *was* by them subscribed in my presence.

In witness whereof I hereunto subscribe my name this 19th day of October, A. D. 1887.

D. R. CHURCHILL,

Circuit Court U. S. Commissioner for the District of Kansas.

1334 Endorsed: Nos. 111 & 90. U. S. circuit court, west. dist. La. Wood & Lee *vs.* Simon Cohn *et al.* Depositions of O. J. Arrighi & W. D. Arrighi, taken on behalf of complainants. Filed Oct. 18th, 1887. J. B. Beattie, d'y cl'k.

Defendants' Note of Evidence.

WOOD & LEE *vs.* SIMON COHN *et al.* } No. 111. Consolidated cases.

1st. Deposition of Sam'l Lowenburg.

2nd. Testimony of Simon Cohn, taken before J. B. Beattie, special examiner.

3rd. Bill of sale of M. Meyer to H. Steinhardt, dated March 1st, 1884.

A. H. LEONARD, *Solicitors.*

Endorsed: No. 111. U. S. circuit court, west. dist. of La. Wood & Lee *vs.* Simon Cohn *et als.* Offered in evidence on behalf of defendants and filed April 9th, 1889. J. B. Beattie, clerk.

1335 *Deposition of Samuel Lowenburg.*

U. S. Circuit Court, 5 Circuit, Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111. In Equity.

Interrogatories propounded by defendants to Sam'l Lowenberg, a resident of the city of New Orleans and a material and competent witness in their behalf.

Intg. 1st. What is your age, occupation, and residence?

Intg. *1rd.* Do you know the parties to this suit or any of them? If so, how long have you known them?

Intg. 3rd. Where did the parties whom you know reside when you first knew them?

Intg. 4th. Did you know Joseph Steinhardt? If you did, please state how long you knew him and what the nature of your acquaintance with him was.

Intg. 5th. Is said Joseph Steinhardt living or dead? If dead, when did he die?

Intg. 6th. What relation was he, if any, to the defendants?

Intg. 7. Where did Joseph Steinhardt reside when you first
1336 knew him, who constituted his family at that time, and in what business was he engaged?

Intg. 8th. What was the condition of said Joseph Steinhardt pecuniarily & as to means & property when you knew him and at the time of his death?

Intg. 9th. What was the condition of Henrietta Steinhardt pecuniarily & as to means & property after the death of said Joseph Steinhardt?

Intg. 10th. Please state anything further you may know with regard to the matter enquired of material to cause of either pl'ffs or def'ts.

BOATNER & BOATNER,
LEONARD, MARKS & BREWEN,
Solicitors for Def'ts.

Cross-Intgs.

X Intg. 1st. Are you not related to or connected with the defendants or some of them? What interest have you in this suit?

X Intg. 2nd. Where did Steinhardt die? Who administered on his estate? In what did his estate consist? Where was his property? How many children had he when he died? How
1337 many grandchildren? Where are his children & grandchildren?

X Intg. 3rd. How do you know what property or money said Steinhardt had when he died? Where were you living when Steinhardt died?

X Intg. 4th. What property or means had Simon Cohn prior to his wife's suit for separation of property? What became of said property? Were you not as well acquainted with Simon Cohn as with Joseph Steinhardt?

X Intg. 5th. How old is Mrs. Steinhardt? Where are her children & grandchildren living now? Where were they living when she went to Lake Providence, La.?

LUDELING & STILLMAN,
[SEAL.] *Counsel for Pl'ffs.*

A true copy.
Attest: J. B. BEATTIE, *D'y Cl'k.*

1338 Circuit Court of the United States for the District of West. La., Sitting at Monroe, La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

UNITED STATES OF AMERICA,
East. Dist. of Louisiana.

Be it remembered that on the second day of March, in the year of our Lord eighteen hundred & eighty-seven, at New Orleans, in Louisiana, before me, Emmet D. Craig, a commissioner in and for the eastern district of Louisiana to take affidavits and bail in civil causes depending in the courts of the United States, appointed by the circuit court of the United States for the fifth circuit under the acts of Congress in such case made and provided, personally appeared Samuel Lowenberg, residing in New Orleans, La., witness for the defendants in certain civil suit depending in the circuit court of the United States in and for the fifth circuit & district of western La., at Monroe, La., wherein Wood & Lee are plaintiffs & Simon Cohn & *als.* are defendants, in equity, No. 111 of the docket of said court; and the said SAMUEL LOWENBERG, being
1339 by me firs- carefully examined & cautioned and sworn to testify the whole truth relative to the issue, did depose and say in answer to interrogatories proposed in the annexed commission for the defendants as follows, viz:

1. To the first interrogatory propounded the witness says: My age is thirty years; occupation, salesman; residence, New Orleans.

2. To the second interrogatory the witness answers: I do not know Wood & Lee, the pl'fs, but have known Simon Cohn & Mr. & Mrs. Steinhardt for about twelve or thirteen years.

3. To the third interrogatory witness answers: They resided at St. Louis, Missouri.

4. To the fourth interrogatory witness answers: As already —, I became acquainted with Joseph Steinhardt about twelve or thirteen years ago. The nature of the acquaintance was of a social nature.

5. To the fifth interrogatory witness answers: Joseph
1340 Steinhardt is dead. I don't remember when he died, but it was about eight or ten years ago, but I am not even certain of this.

6. To the sixth interrogatory witness answers: Joseph Steinhardt was the father-in-law of Simon Cohn, defendant, and is the same as the Mr. Steinhardt referred to in answer to the second interrogatory and the Mrs. Steinhardt therein referred to was the wife of Joseph Steinhardt.

7. To the seventh interrogatory witness answers: When I first knew Joseph Steinhardt he resided at St. Louis, Missouri, and his family consisted of himself, his wife, and one only daughter, who is now the wife of Simon Cohn, and he was living on the interest of his money, so far as I could see, having at the time no business.

8. To the eighth interrogatory witness answers: That at the time I first became acquainted with Joseph Steinhardt he was living, as I have reason to believe, on the interest of his money and that he was a wealthy man. His circumstances at the time of his death, so far as I know, remained unchanged.

1341 9. To the ninth interrogatory witness answers: All the money that Joseph Steinhardt had, so far as I know, was left to Henrietta Steinhardt, who was his wife.

10. To the tenth interrogatory witness answers: I don't now think of anything more.

X.

In answer to the cross-interrogatories witness answers:

1 X. To the first cross-interrogatory witness answers: I am in no way related or connected with any of the defendants and have no interest in this suit.

2 X. To the 2 cross-interrogatory witness answers: Joseph Steinhardt died at Lake Providence, La., so I am told. I do not know who administered on his estate. I cannot say in what his estate consisted of. I cannot say where his property was situated. I think it was all in cash and do not know where it was at the time of his death. He had only one child when he died, who is now the wife of Simon Cohn. I don't know how many grandchildren he had at the time of his death. His only child, the wife of Cohn, is
1342 at Lake Providence, La., and his grandchildren are there also. There are two of them, but whether they were born before or after their grandfather's death I cannot say.

3 X. To the 3rd cross-interrogatory witness answers: Because Joseph Steinhardt at the time I knew him was apparently wealthy and had the general reputation of being a rich man wherever he was known. I was living eight or ten years ago in Mississippi, about which time, so far as I recollect, he died; but, as already stated, I can't say positively when he died.

4 X. To the 4th cross-interrogatory witness answers: I don't know that Simon Cohn's wife ever sued him for a separation of property, and what became of it I cannot say, as I do not know

when the suit, if ever it was instituted, was instituted, and cannot therefore intelligibly answer this interrogatory. I was acquainted with both Simon Cohn and Joseph Steinhardt, and Simon Cohn I know as well as I did Joseph Steinhardt, & perhaps better.

5 X. To the 5th cross-interrogatory witness answers: I
1343 judge that Mrs. Steinhardt is about 55 or 60 years of age. Her only child, Mrs. Simon Cohn, with two grandchildren, are now living at Lake Providence, La. When Mrs. Steinhardt went to live at Lake Providence, La., her daughter was living at Lake Providence, La.

SAMUEL LOWENBERG.

The answers to the foregoing annexed commission containing interrogatories were reduced to writing in the presence of the witness, Samuel Lowenberg, who havin*d* been duly sworn & the contents herein read over by him,— *was* duly signed also by him on this 2nd day March, A. D. 1887, at my office, No. 37 Carondelet St., [SEAL.] in the city of New Orleans, La.

EMMET D. CRAIG,
U. S. Com. for the E. D. of La.

1344 Circuit Court of the United States of America, Fifth Circuit, Holding Sessions in the City of Monroe, Louisiana.

To E. D. Craig, Esq., U. S. commissioner, New Orleans, La.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Sam'l Lowenberg, of New Orleans, La., and him duly examine on the annexed interrogatories and X interrogatories on oath touching and concerning certain matters and things in a case now pending in the said court, wherein Wood & Lee are plaintiffs and Simon Cohn *et als.* are defendants, and the same examinations, so taken and reduced to writing, you certify under your hand and seal and send enclosed to this court on or before March 7th, 1887, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of Monroe, [SEAL.] La., this 16th day of February, anno Domini 1887, and the 111th year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States circuit court. No. 111. Wood & Lee *vs.* Simon Cohn *et als.* Commission. Deposition of Sam'l Lowenberg. Opened and filed March 18th, 1887. J. B. Beattie, d'y cl'k.

1345 *Deposition of Isaac Lessem.*

U. S. Circuit Court, 5th Circuit, Western District of La. In Equity.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

Interrogatories propounded on behalf of defendants to Isaac Lesem, a competent and material witness, residing in Quincy, State of Illinois.

Intg. 1st. What is your name and where do you reside?

Intg. 2nd. Are you acquainted with Mrs. Henrietta Steinhardt or her husband, Joseph Steinhardt?

Intg. 3rd. If you say that you are acquainted with them, please state where you knew them & whether or not either of them is dead; if so, which one?

Intg. 4th. If you have stated that you were acquainted with Joseph Steinhardt & Mrs. Henrietta Steinhardt, please state whether or not you know anything of their financial affairs.

Intg. 5th. If, in answer to the fourth interrogatory, you have stated that you do or did, please state whether or not they or
1346 either of them had any money; and, if so, how much.

Intg. 6th. If Mrs. Steinhardt or her husband had any money in Quincy, Ill., please state where—at what bank—it was kept.

Intg. 7th. If you have stated that they or either of them had money in Ricker's bank, please state how you know the fact.

Intg. 8th. Did you ever send any money from said bank or other place to Mrs. Henrietta Steinhardt; if so, when and how much?

Intg. 9th. If you have said that you sent Mrs. Steinhardt any money from Ricker's bank, please state the exact amount & the date it was sent and whether or not Jos. Steinhard was at that time alive or dead.

Intg. 10th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matters in question in
1347 this cause? If yea, set forth the same fully & at large in your answer.

C. J. & J. S. BOATNER, *Solicitors.*

Cross-Interrogatories.

X Intg. 1st. What is your business or occupation? What relation or connection are you to the defendants Simon Cohn or Henrietta Steinhardt? How old are you? Have you any interest in the event of this suit?

X Intg. 2nd. Where & when did Joseph Steinhardt die? What

children had they? What property did he have when he died? What business had he engaged in when he died?

X Intg. 3rd. Did you know of your own personal knowledge that either Mr. or Mrs. Steinhardt had money in any bank? How did you know this? How much money had one or the other in said bank? How do you know this?

X Intg. 4th. If you say you ever sent any money from anywhere to Mrs. Steinhardt, from whom did you get it? Was not the money deposited at said bank by Mr. S. Cohn? Did you not send said money deposited at said bank by Mr. S. Cohn? Did you not
1348 send said money to Mrs. Steinhardt at the request or by the instructions of Mr. S. Cohn?

X Intg. 5. Was the money sent by a draft or check or post-office order, or how? To whom was it sent?

X Intg. 6th. When did Mrs. Steinhardt come to Louisiana? Where had she lived when she came to Louisiana? How long had her husband been dead when she came to Louisiana? About how old is she?

X Intg. 7th. What amount of property had Mr. Steinhardt when he died? Where was his succession opened—in what court, in what county, in what State? Who administered on his estate after his death?

X Intg. 8th. Did not Mr. Simon Cohn have a considerable property before his wife sued him for separation of property? What became of his property? What became of his money?

Intg. 9th. Were you not as well acquainted with Mr. S. Cohn as you were with Mr. J. Steinhardt?

LUDELING & STILLMAN,
Counsel for Pl'ffs.

A true copy.
Attest:
[SEAL.] J. B. BEATTIE, *D'y Cl'k.*

1349 Circuit Court of the United States of America, Fifth Circuit and Western District of Louisiana, Holding Sessions in the City of Monroe, Louisiana.

To A. W. Wells, Esq., not. pub., No. 17 N. Fifth St., Quincy, Ill.:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Isaac Lesem, of Quincy, Illinois, and him duly examine on the annexed interrogatories & cross-intgs. on oath touching and concerning certain matters and things in a case, now depending in the said court, wherein Wood & Lee are plaintiffs and Simon Cohn *et ats.* defendants, and the same examinations, so taken and reduced to writing, you certify under your hand and seal and send enclosed to this court on or before March 25th, 1887, to be read in evidence on the trial of said cause; and send also this writ.

Witness the Honorable Morrison R. Waite, Chief Justice of the

[SEAL.] Supreme Court of the United States, at the city of Monroe, La., this 16th day of Feb'y, anno Domini 1887, and the 111 year of the Independence of the United States of America.

J. B. BEATTIE, *D'y Clerk.*

[Endorsed:] United States Circuit Court. No. 111. Wood & Lee *vs.* Simon Cohn *et als.* Commission.

1350 *Deposition.*

I, Albert W. Wells, a notary public in and for the county of Adams and State of Illinois, residing in the city of Quincy, said county and State aforesaid, do hereby certify that on this — March, A. D. 1887, at my office, at number 17 N. 5th St., in said city, preceeded to examine Isaac Lesem, a resident of the said city of Quincy and a witness of lawful age produced, sworn, and examined by me as a witness on his corporal oath on the part of the defendants in suit now pending and undetermined in the circuit court of the United States for the 5th circuit and western district of La., wherein Wood & Lee are plaintiffs and Simon Cohn *et als.* are defendants, being general number 111, the same being an action of — on the equity side of said court, in accordance with the commission hereto attached, and at the time and place specified and designated by me, being first carefully cautioned, examined, and duly sworn by me as a witness in the said cause previous to the commencement of his examination to testify the truth, the whole truth, and noth-
1351 ing but the truth as well on the part of the plaintiffs as the defendants in relation to the matter in controversy in said suit so far as he should be interrogated thereto, testified and deposed in answer to interrogatories as follows, to wit:

1st. What is your name and where do you reside?

A. My name is Isaac Lesem & reside in Quincy, Adams county, Illinois.

2nd. Are you acquainted with Mrs. Henrietta Steinhardt or her husband, Joseph Steinhardt?

A. I am with her and was with him till his death.

3rd. If you say that you are acquainted with them, please state where you knew them & whether or not either of them is dead. If so, which one?

A. I knew them in Europe—or her—& both in St. Louis, Hannibal, & Quincy, Ill. Mr. Steinhardt died some years ago.

4th. If you have stated that you were acquainted with Joseph Steinhardt & Mrs. Henrietta Steinhardt, please state whether
1352 or not you know anything of their financial affairs.

A. I know he left her some $6,000 or $7,000 at his death.

5th. If in answer to the 4th interrogatory you have stated that you do or did, please state whether or not they or either of them had money; and, if so, how much.

A. She had some $6,000 or $7,000.

6th. If Mrs. Steinhardt or her husband had any money in Quincy, Ill., please state where, at what bank, it was kept.

A. The money she had was with me. I borrowed it or she loaned it to me to the amount of $4,700. She had some in the Ricker bank, I believe; amount can't say.

7th. If you have stated that they or either of them had money in Ricker's bank, please state how you know the fact.

A. I only know that she had money in said bank from her statements.

8th. Did you ever send any money from said bank or other place to Mrs. Henrietta Steinhardt? If so, when and how much?

A. The money I loan-d of her, viz., $4,700. I sent it to her by draft April 20, 1882, where she then resided, including the
1353 interest due, amounting to $4,911.

9th. If you have said that you sent Mrs. Steinhardt any money from Ricker's bank, please state the exact amount & the date it was sent and whether or not Jos. Steinhardt was at that time alive or dead.

A. I do not recollect of drawing her money from said bank and sending to her. I had money of Mrs. Steinhardt's some time, she holding my note for some, which I sent to her as above stated.

10th. Do you know or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this cause or either of them or that may be material to the subject of this your examination or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

A. I will further say that the last money I had of Mrs. Henrietta Steinhardt was evidenced by my promissory note, of which the following is a true copy:

"$4,700.00. QUINCY, ILL., *Aug.* 23, 1881.

"One year after date I promise to pay to the order of Mrs.
1354 Henrietta Steinhardt four thousand seven hundred dollars, with interest at the rate of seven per cent. per annum from date, value received.

"(Signed) ISAAC LESEM."

[Written across the face in red ink:] P'd April 20th, '82.

Cross-Interrogatories.

1st. What is your business or occupation? What relation or connection are you to the defendants, Simon Cohn or Henrietta Steinhardt? How old are you? Have you any interest in the event of this suit?

A. My business is wholesale dry-goods merchant. I am not related or connected with said Cohn excepting in this way: Mrs. Steinhardt is my aunt and he, Cohn, is her son-in-law. I am 54 years old. I have no interest in the event of this suit whatever.

2d. Where and when did Joseph Steinhardt die? What children had they? What property did he leave when he died? What business had he been engaged in when he died?

A. I cannot say exactly, but I was informed he died in Louisiana. They had one daughter—only child, so far as I know.
1355 I cannot say what property Joseph Steinhardt had at his death, except some money; the amount I cannot say. Prior to his death he had been in clothing business in Hannibal, Mo., & other places, probably; I can't tell now.

3d X. Did you know of your own personal knowledge that either Mr. or Mrs. Steinhardt had money in any bank? How did you know this? How much money had one or the other in said bank? How do you know this?

A. Only from what they said about it. I may have known the fact from my position as president of the Ricker National bank, Quincy, but can't remember now. On reflection I remember the Ricker Nat'l bank was not organized until 1883. Before that H. F. J. Ricker conducted a banking business, and the deposits of Mr. & Mrs. Steinhardt were with Ricker, if at all.

4th. If you say you ever sent any money from anywhere to Mrs. Steinhardt, from whom did you get it? Was not the money
1356 deposited at said bank by Mrs. S. Cohn? Did you not send said money to Steinhardt at the request or by the instructions of Mr. S. Cohn?

A. I got the money from myself & sent it to Mrs. Steinhardt at the request of herself.

5 X. Was the money sent by a draft or check or post-office order or how? To whom was it sent?

A. By draft of H. F. J. Ricker on First Nat'l B'k N. Y. It was sent to Mrs. Steinhardt and was $4,700, & some int., amounting to $49.11.

X 6th. When did Mrs. Steinhardt come to Louisiana? Where had she lived when she came to Louisiana? How long had her husband been dead when she came to Louisiana? About how old is she?

A. I cannot now say. They had lived in Hannibal, Mo., I think; it may have been at St. Louis, Mo. I think he died in Louisiana. I think she is about——

7th X. What amount of property had Mr. Steinhardt when he died? Where was his succession opened, in what court, in what county, in what State? Who administered on his estate after his death?

1357 A. I cannot say; can't say where his succession was opened; can't say who administered on his estate.

8th X. Did not Mr. Simon Cohn have a considerable property before his wife sued him for separation of property? What became of his property—what became of his money?

A. I do not know. I can't answer either of the last questions.

9th X. Were you not as well acquainted with Mr. S. Cohn as you were with Mr. J. Steinhardt?

A. I was not.

ISAAC LESEM.

$8.00 commissioner's fees for taking this deposition.

Witness fees for one day attendance claimed by the witness Lesem.

Fees paid by def't.

	$1 50
Expense	25
Total	$1 75

1358 A. W. Wells, a notary public in and for the county of Adams and State of Illinois, residing in the city of Quincy, said county, do hereby certify that previous to the commencement of the examination of the said Isaac Lesem as a witness on the part of the defendants in a certain suit wherein Wood & Lee are plaintiffs and Simon Cohn *et al.* are defendants in the circuit court of the United States for the 5th circuit & western district of Louisiana, being general number 111, the same being an action in equity, he was carefully cautioned and duly sworn by me to testify the whole truth in relation to the matters in controversy between said parties in said suit as far as he should be interrogated concerning the same; that the deposition was taken in my office at number 17 N. 5th St., in said city of Quincy, Adams county, State of Illinois, commencing at the hour of two p. m. on the 18th day of March, A. D. 1887, being the time and place specified in said commission hereto annexed, the oath being by me administered to said
1359 witness at the place and at the said hour on the day and year aforesaid; that said deposition was reduced to writing by me in the presence of the said witness, and after said deposition was taken by me as aforesaid the interrogatories and answers thereto as written down by me were then & there read over to said witness by me, and that thereupon the same was signed and sworn to by the said deponent, at my said office, before me, and that I am not of counsel or attorney for either of the parties to said suit, nor am I interested in the event thereof.

Witness my hand & notarial seal this 19th day of March, [SEAL.] A. D. 1887.

ALBERT W. WELLS, *Not. Pub.*

Endorsed: No. 111. Deposition on notice. Circuit court of the United States, 5 circuit, western district of La. Deposition of Isaac Lesem. Wood & Lee *vs.* Simon Cohn *et al.* Received in office, opened, & filed March 25th, 1887. J. B. Beattie, d'y clerk.

1360 *Testimony of Simon Cohn.*

SIMON COHN sworn on behalf of himself and Mrs. Henrietta Steinhardt, def't.

Direct examination.

By Mr. BOATNER:

Q. You are one of the defendants in this case?
A. I am.
Q. What relation is Mrs. Steinhardt to you?
A. She is my mother-in-law.
Q. Are you conducting any business in the town of Lake Providence at this time for Mrs. Steinhardt?
A. Yes, sir.
Q. Are you acting for her under a written power of attorney?
A. Yes, sir.
Q. How long have you been conducting that business for her, Mr. Cohn?
A. Four or five years. I don't remember exactly.
Q. Have you any personal interest in that business, Mr. Cohn?
A. No, sir; I have not.
Q. From whom did she obtain — stock of goods she has in business?

1361 A. Manfred Meyer.
Q. Who was formerly in business here?
A. Yes, sir.
Q. Did you furnish her with any money with which to buy that stock of goods?
A. No, sir; I did not have any to furnish.
Q. Have you any funds invested in that business?
A. No, sir; I did not have any to invest.
Q. Mr. Cohn, the brick storehouse in which Mrs. Steinhardt's business is conducted was sold at sheriff's sale in 1881 and was adjudicated by the sheriff to Mrs. Steinhardt. How was the bid of Mrs. Steinhardt, bid for the property, paid?
A. She bid it in at two-thirds of the appraisement.
Q. Did she pay for it in cash?
A. Yes, sir; she paid for it in cash.
Q. Did any part of the money belong to you, Mr. Cohn?
A. No, sir; it did not.
Q. You have no interest in that property?
A. No, sir.

Q. About May, 1882, Mrs. Steinhardt bought a house in this
1362 town known as the Masonic hall from John Chaffe. Do you know how that property was paid for?
A. I was present.
Q. You were present when the deed was passed?
A. Yes, sir.
Q. State how that property was paid for.

A. She paid for it in check; forty-nine hundred and some odd dollars. She got that check from Quincy, Illinois, from Isaac Leasen. It was N. Y. exchange.

Q. What was done with the check?

A. She gave it to Andrew Hero, the notary public. He endorsed it and sent it over to the bank, as old man Chaffe did not want to take it; so he sent it over to the bank and got the money. He paid old man Chaffe for the property and the balance he handed back to the old lady.

Q. Any portion of that money belong to you, Mr. Cohn?

A. No, sir; it did not.

Q. She bought the Gagaro property—what property is that?

A. That is the old Firemen's hall.

1363 Q. Explain how she bought that property. How came she to purchase it?

A. She was owner of a lot of stock in the building and to get control of the building she had to buy in the other shares owned by Gagaro. She gave him three promissory notes of two hundred & fifty each, to be paid at different times. That is the way she paid for the house. It stood her about fifteen hundred dollars.

Q. Was any of your money used in the purchase of that property?

A. No, sir; I did not have any money to be used.

Q. Mr. Cohn, when were you married to your wife?

A. I married in February, 1875.

Q. Where was your wife living then?

A. She was living at St. Louis.

Q. Was your father-in-law living in St. Louis at that time?

A. Yes, sir.

Q. Was he a man of means, Mr. Cohn?

A. Yes, sir; he was living on the interest of his money. He did no business.

1364 Q. He was reputed to be a wealthy man?

A. Yes, sir.

Q. When Mr. Steinhardt came to your house shortly before his death did he bring any money with him?

A. Yes, sir.

Q. About how much did he bring with him?

A. Well, I don't know. Sometimes I would ask the old lady to lend me some money, and she would go into her room and come back and give me two or three or four or five hundred dollars to buy cotton any time I asked for it. She went into the room herself and brought out the money, but after he died she showed me a note she held of six thousand or six thousand five hundred dollars. It was in the Quincy bank. She said she wanted to invest it down here. It was too much trouble to go up there.

Q. Then you state that the property which she purchased here was purchased with her own money?

A. Yes, sir.

Q. Well, Mr. Cohn, about what time did you fail?

1365 A. I failed in 1880.

Q. December, 1880?

A. Yes, sir.

Q. Something has been said about your selling goods to Max Stockner. How much goods did you sell to Max Stockner?

A. I don't remember. It was between five & six hundred dollars' worth.

Q. Something has been said about shipping goods down the river to Milliken's Bend?

A. Yes, sir; I sold some goods down there.

Q. How much did you sell?

A. I think it was between seven and eight hundred dollars' worth.

Q. What did those parties pay for those goods?

A. They paid five per cent. above cost and carriage.

Q. What did you do with the money realized from the sale of those goods that you sold in the fall of 1880?

A. I bought cotton & paid my debts. I paid two or three drafts before I was closed up. I had no note that went to protest up to the time I closed up. I thought I could meet all my paper by selling goods off low, which I did two days before I failed. I

1366 sold goods low for cash.

Q. Mr. Cohn, did you use the proceeds of the sale of those goods for the payment of your debts?

A. Yes, sir.

Q. How much money did you have on hand at the time of the failure?

A. I had about a thousand dollars.

Q. Was that all the money you had on hand?

A. Yes, sir.

Q. Was all your property attached by S. B. Newman & Co.?

A. The property was mortgaged before I failed; the storehouse was mortgaged to S. B. Newman & Co.; it is on record; I had no property.

Q. Then this thousand dollars was all that you had left out of the wreck of your business?

A. Yes, sir; that was all I had left.

Q. Now, you say that you used the proceeds of the sales of goods up to the time of the attachment in payment of debts and purchasing cotton?

A. Yes, sir.

Q. Who got the benefit of the cotton you purchased?

A. S. B. Newman & Co.

Q. The same parties in whos- favor the judgment sued on in this case got judgment?

1367 A. Yes, sir.

Q. You shipped the cotton to them?

A. Yes, sir.

Q. And the proceeds went to the credit of your account with them?

A. Yes, sir.

Q. How much had you previously owed S. B. Newman & Co.? What was the highest amount your account had run?

A. When the firm was S. & A. Cohn at Hard Times I owed them as high as fifty or sixty thousand dollars.

Q. Mr. Cohn, how long had you been in business at the time of the failure?

A. I had been in business about ten or eleven years.

Q. Had you ever failed before that time?

A. No, sir.

Q. About how much money had you paid out, say, within a month preceding your failure?

A. I believe I had paid out between seven & eight thousand dollars.

Q. Mr. Cohn, something has been said about Mr. Manfred Meyer, who opened business in this place in the summer of 1880. Did you have any interest in Mr. Manfred Meyer's business?

1368 A. No, sir; I did not.

Q. Did you sell Mr. Manfred Meyer the stock with which to open that business?

A. No, sir; when he came up here, he brought a stock. I don't think he and me was on good terms.

Q. How came Mr. Manfred Meyer to move down to the brick store?

A. On account of its being a better business point.

Q. What rent did he pay for that building?

A. Fifty dollars a month.

Q. Mr. Cohn, did you ever receive any money from your wife's father on her account?

Objected to on the ground that he cannot testify in favor of his wife; that a man cannot give testimony either for or against his wife.

A. Yes, sir; I got two thousand dollars when I went down South. John-ie Martin was present when I got it. I also got some money since I — been here from the old man.

Q. Mr. Cohn, testimony has been introduced in this case

1369 to show that you are managing Mrs. Steinhardt's business or store as your own. Is Mrs. Steinhardt physical-y or mentally competent to manage her own business?

A. No, sir; she is not.

Q. Is she physically able to collect her rents?

A. No, sir; she is not.

Q. Or attend to her business?

A. No, sir.

Q. Have you any management of her business otherwise than — her representation?

A. No, sir.

Q. Is your wife her sole heir?

A. Yes, sir.

Q. Have you not really regarded Mrs. Steinhardt's business as your wife's business?

A. Yes, sir; I have.

Q. You pay the same attention to her business as if it had been your wife's?

A. Yes, sir; the same thing.

Q. Did you clerk for Mr. Manfred Meyer after he opened business in Mrs. Steinhardt's store?

A. Yes, sir.

Q. How much wages did he pay you?

A. Seventy-five dollars a month.

1370 Q. Mr. Cohn, was not your influence with the people he dealt with here one reason why Mr. Meyer gave you employment as clerk?

A. That is all he took me for; he did not take me for my salesmanship.

Q. Mr. Cohn, there was a mortgage executed by you on that brick store in favor of Alexander Cohn; it has also been stated that you never got any money from Alexander Cohn. State what was the consideration of that mortgage, if there was any consideration.

A. Alexander Cohn bought the lumber and slates; he paid for the slates & lumber and gave me the money to pay for the bricks; in fact, he built the house himself; I gave him the mortgage when it was completed; when he bought the lumber, he gave S. B. Newman acceptance to L. Hole & Co.

Q. And you gave him a mortgage for the outlay he had been to in putting up the building?

A. Yes, sir; when I went to New York to buy goods they asked, "Do you own any real estate?" I answered them yes; I

1371 said it was a brick storehouse; they asked if there was any incumberences on it; I said yes; it was mortgaged in favor of Alexander Cohn; then they told me that I did not own any real estate; that was the man at Claflin who said that.

Q. Mr. Cohn, examine this letter signed by Isaac Leason, and state whether or not that letter was received by Mrs. Steinhardt from Isaac Leason (handing witness a letter).

1372 A. Yes, sir; that is the letter; it came through the post office, registered. That is the letter that contained the check.

Letter marked Exhibit "A," offered in evidence on behalf of defendants.

"A."

Isaac Lesem & Co., wholesale dry goods & notions.

QUINCY, ILL., *Apr. 20th*, 1882.

Mrs. Henrietta Steinhardt.

DEAR AUNT: Enclosed I send you draft on New York for $4,911.60 in payment of note & interest. I would have sent it some days ago, but exchange has been very scarce here. The note & interest to date amount to $7,916.60, & I paid $5.00 exchange on the draft, which I deduct.

Please send receipt & oblige,

Yours truly, ISSAC LESEM.

Offered in evidence in connection with A. Cohn's testimony, taken in Lake Providence, La.

J. B. BEATTIE,
Sp'l Examiner.

1373 Complainants' counsel objects to the letter of Isaac Lesem being admitted on the ground that it is an *ex parte* unsworn statement and not competent evidence.

Q. Mr. Cohn, examine a copy of that check and state whether or not it is a copy of the check refer-ed to in that letter.

(Handing witness check refer-ed to.)

A. Yes, sir; that is a copy of the check marked "B," offered in evidence on the part of the defendants.

"B."

The Ricker National bank.

$4,911.60. QUINCY, ILL., *April* 20, 1882.

Pay to the order of Isaac Lesem forty-nine hundred eleven & $\frac{60}{100}$ dollars.

(Signed) HENRY F. J. RICKER, *Cashier.*

To First National bank, New York.

No. 4651.

[Written across the face in red ink ·] Copy.

Offered in evidence in connection with the testimony of Simon Cohn, taken in Lake Providence by sp'l ex.
Filed.

J. B. BEATTIE, *Sp'l Ex.*

1374 Q. Was it the original of that check you refer-ed to in your testimony as having been endorsed by Andrew Hero?

A. Yes, sir.

Q. And Chaffe & Sons were paid for the Masonic Hall property out of a portion of the proceeds of that check?

A. Yes, sir.

Q. From whom did you get a copy of that check, Mr. Cohn?

A. From the bank at Quincy, Illinois.

Counsel for complainants object to the introduction of documents marked "A" & "B," purporting to be a letter and copy of a check, upon the ground that it is an *ex parte* & unsworn statement & that it is *res inter alias acter*; on that ground it is objected to.

Q. Mr. Cohn, this is a certified copy of the power of attorney under which you are authorized to attend to the business of Mrs. Steinhardt (handing witness document referred to)?

Witness, after examining document referred to:

1375 Ans. Yes, sir.

Document marked Exhibit "K," offered in evidence, and filed on behalf of defendants.

STATE OF LOUISIANA,
Parish of East Carroll.

Be it known that on the day and date hereinafter written before me, Charles R. Egelly, a notary public, duly commissioned and qualified, in and for the parish aforesaid, and in the presence of the witness- hereinafter named and undersigned, personally came and appeared Mistress Henrietta Steinhardt, a *feme sole* of lawful age and resident of the parish aforesaid, who declared unto me, notary, that she has nominated, constituted, and appointed, and by these presents does make, nominate, constitute, and appoint, Simon Cohn, of the same residence, to be her true and lawful agent and attorney-in-fact, for her and in her name, place, and stead to conduct, manage, control, and superintend all her affairs, matters, things, business, and
1376 property of ev-ry kind or nature whatsoever, real, personal, or mixed, wherever and whenever the same may be, arise, exist, or be situated, whether in the said parish of East Carroll or elsewhere, and to make, enter into, execute, and perform all conventions, contracts, and obligations, and to make, sign, execute, and deliver all writing or papers of whatsoever kind or nature, and generally to do and perform all acts, matters, or things in relation thereto which she, the said Henrietta Steinhardt, might or could do if she were personally present and acting in proper person, hereby conferring upon her said attorney-in-fact not only full power of administration over and in regard to all her matters, estate, affairs, and business of ev-ry kind or nature whatsoever, but also expressly giving and granting unto him full power and authority to do and perform all acts of ownership relative thereto which she might or could do if she were present and acting therein; and the said appearer does hereby expressly and specially authorize her said
1377 agent and attorney-in-fact for her and in her name, place, and stead to sell and to buy all and ev-ry kind of property, matter, or thing whatsoever, real or personal; to mortgage, incumber, or hypothecate all or any part thereof her property of any kind or character whatsoever; to accept or reject any and all succession that may fall to her; to contract loans and create or acknowledge debts; to interrupt, waive, or renounce prescription; to collect any and all debts and give due acquittances therefor; to draw, endorse, or accept bills of exchanges, promissory notes, or bank checks; to bind the said appearer upon or to any bond, obligation, contract, or agreement whatsoever, either as principal or as surety thereto or thereon, and to sign the same for her and in her name, either as such principal or surety, as the case may be; to appear for her and in her name and stead in and before any and all courts of law or equity, there to plead, prosecute, or defend all suits, litigations, matters, and things, and to accept all citations and processes of ev-ry kind or character,

and to make, sign, and deliver all bonds, obligations, or
1378 papers that may be necessary or proper thereto or therein;
to compound, compromise, or refer any and all matters and things to arbitration, and to make transactions in matters of litigation, and also for her and in her name to do all such other acts, matters, and things in relation to her property, estate, affairs, and business of ev-ry kind or nature whatsoever as she might do or could do if personally present and acting therein, the said Mrs. Steinhardt declaring that, as she was old and desirous of being relieved of all cares and troubles of business, it is her intention to, and she does hereby, commit unto the said Simon Cohn the entire management, care, and disposition of her property and affairs as fully and absolutely as she has now or may hereafter have of the same, giving unto and vesting in her said agent and attorney full and "indefinite" power to do and perform whatever may to him appear as conducive to her interest, and intending that this mandate shall be understood,
construed, and taken in its broadest and most comprehensive
1379 sense.

This mandate is given and made with full power of substitution and revocation; and the said principal hereby ratifies and confirms whatever the said agent may lawfully do in and about the premises.

And now to these presents also came the said Simon Cohn, who declared that he does hereby expressly accept the foregoing power of attorney.

Thus done and passed at my office, in the town of Providence, parish and State aforesaid, in the presence of Jason Hamilton and D. Dreyfuss, lawful witnesses, who hereunto sign their names, together with said appearers and me, notary, on this the 31st day of July, A. D. 1882.

HENRIETTA STEINHARDT.
SIMON COHN.

Attest:
JASON HAMILTON.
D. DREYFUSS.

CHAS. R. EGELLY,
Notary Public.

1380 STATE OF LOUISIANA, }
Parish of East Carroll. }

I, Wm. Rous, clerk of the 8th district court and *ex officio* recorder in and for said parish and State, duly commissioned and qualified, do hereby certify that the above and foregoing is a true and correct copy of the power of attorney from Henrietta Steinhardt to Simon Cohn, now on file in my office and of record under date of July 31st, 1882, in Notarial Book "Q," folios 426 & 427.

Witness my hand & seal of office this 2nd day of Decem-
[SEAL.] ber, A. D. 1885.

WM. ROUS,
Clerk 8th District Court & ex Officio Recorder.

Filed in evidence on behalf of defendants.

J. B. BEATTIE, *Sp'l Ex'r.*

1381 Cross-examination.

By Judge WYLY:

Q. The respondent Mrs. Steinhardt is your mother-in-law?
A. She is.
Q. What was the name of her husband?
A. Joseph Steinhardt.
Q. Where did he die?
A. He died here.
Q. In this parish?
A. Yes, sir.
Q. What year, Mr. Cohn?
A. I don't remember the year.
Q. How long had he been in the parish before he died?
A. He was here off and on; he was here once or twice and moved up North again. When he died he had been here three or four months.
Q. The last time he was here he remained three or four months before he died?
A. Yes, sir; that was my recollection. He was here off and on since 1875.
Q. Did he die at your house?
A. Yes, sir.
Q. Was his succession opened in this parish?
A. No, sir.
1382 Q. Was his succession opened anywhere?
A. Not that I know of.
Q. Was he tax-payer of this parish?
A. I don't know, sir.
Q. What was the value of the property he left in this parish at the time of his death?

WITNESS: In real estate or in cash?
Judge WYLY: Both.

A. It was worth about eleven thousand dollars; between eleven & twelve thousand dollars.
Q. Do I understand you to say that he left an estate between eleven & twelve thousand dollars in this parish?
A. He left that in cash. He had no real estate. It was all in cash except two vacant lots in the town of Lake Providence. He paid four hundred dollars for them.
Q. You say that all the property he had except those lots was in cash?
A. That is all, sir. He bought those lots for the purpose of building a dwelling-house to live in.
Q. How much cash did you say he had at the time of his death?

1383 A. Between eleven & twelve thousand dollars.

Q. About what year did he die, as well as you can remember?

A. It was either in '76 or '77.

Q. Mr. Cohn, was his succession not administered upon?

A. No, sir.

Q. What became of his estate? Who took charge of it?

A. The old lady, Mrs. Steinhardt. He told her to keep the money together til- she died and then to leave it to Ike.

Q. Who had that money?

A. Mrs. Steinhardt. She had so much in cash and the balance in notes, which represented cash. She could get the money for them whenever she asked for it. She had it out at interest.

Q. How much did she have in cash in her possession at that time?

A. She had about five thousand dollars—not quite five thousand dollars—when the old man died. She showed me the money and the notes before the old man was buried.

Q. Had you ever seen them before?

A. No, sir; I had not.

1384 Q. It was after Mr. Steinhardt died that she showed you the money and the notes?

A. Yes, sir.

Q. What note was that she showed you?

A. A note that Isaac Leason had given her showing that he — five or six thousand dollars with him. I don't remember the exact amount. She had this money on deposit with him, drawing seven per cent. interest.

Q. I understood you to say that she had Isaac Leason's note for about five or six thousand dollars, bearing seven per cent. interest?

A. Yes, sir.

Q. I understand you to say that money was on deposit with Isaac Leason?

A. I don't remember whether it was on deposit or whether she had a due bill. I think it was a note she had saying that she had that much on deposit with him.

Q. Where did this Isaac Leason reside?

A. In Quincy, Illinois.

Q. Are you certain at the time of Mr. Steinhardt's death she
1385 held a note of Isaac Leason of about six thousand dollars?

A. Yes, sir; I am.

Q. In Mrs. Steinhardt's testimony she said something about that money being deposited in the bank at Quincy. Explain that.

A. I tell you they had the money first with Isaac Leason. Then Mr. Steinhardt got scared that something might happen. Then he took the money from Isaac Leason and put it — Ricker's bank. Then he took it out of Ricker's bank again and put it back with Isaac Leason, and it was there until he died.

Q. This money was in Isaac Leason's hands at the time of Mr. Steinhardt's death?

A. Yes, sir.

Q. About how much money was there?

A. Between five & six thousand dollars. I don't remember the amount.

Q. What other money did he have at the time of his death?

A. He did not have any. She had the money in her book.

Q. I am enquiring about his estate. What other money
1386 besides the money in Leason's hands—what other money did he have in his possession at the time of his death?

A. If he had any more I don't know it.

Q. Then how do you make up the twelve thousand dollars?

A. I did not say positively that it was twelve thousand dollars. I say between ten & twelve thousand. There might be some odd cents in it. I did not count the nickles & dimes.

Q. So all this money that you say was in Mr. Leason's hands at the time of his death was the money he had on deposit with Isaac Leason in his bank?

A. I don't know what change he had about him, or if he had any more you can find that out from the bank.

Q. You say this money was in Leason's hands when Mr. Steinhardt died, but before that it had been in Ricker's bank?

A. Yes, sir; it was in Ricker's bank. Before he died he took it out of the bank and put it in Leason's hands.

Q. This same money you say had previously been in Ricker's bank?

A. Yes, sir.

1387 Q. Now, Mr. Cohn, you said something about the Boatman's saving- bank at St. Louis.

A. Yes, sir.

Q. What money had been in Boatman's bank at St. Louis?

A. I don't know what amount was there, but I saw Mrs. Steinhardt go to the bank & draw interest; if I am not mistaken they drew some of that out when her daughter got married. I am not certain; the bank can tell you, though.

Q. What year was this you went to the bank with Mrs. Steinhardt—went to the bank and drew this interest?

A. I think it was either in '75, '76, or '77. I don't remember, but it was in one of those three years. I was present when she got the money.

Q. Did you say that they drew two thousand dollars out for some purpose?

A. I did not say that; I said I got two thousand dollars from Joseph Steinhardt in Beardstown, Ill.; he gave it to me. I did not ask him for it.

Q. How long had Mr. Steinhardt had this money in Boatman's bank in St. Louis?

1388 A. I don't know, sir.

Q. Was he a depositor in that bank at the time referred to?

A. I believe so. I am not certain.

Q. Where did they get the money they brought down here with them?

A. They got that from Boatman's bank.

By Mr. BOATNER:

Q. How do you know they got it from Boatman'- bank?
A. The old lady told me so.

By Judge WYLY:

Q. Mr. Cohn, something has been said in this examination about the firm of S. & A. Cohn, of Hard Times Landing. Were you one of the members of that firm?
A. Yes, sir.
Q. When did that firm dissolve?
A. I don't remember any more. I believe it was in '74 or 75. I don't remember.
Q. How long after that firm dissolved before you opened up business here in Lake Providence?
A. About two or three years afterwards.
Q. Who was the A. Cohn in that firm—was he any connection of yours?
A. He was my brother.
1389 Q. Is he the A. Cohn that is mentioned in this litigation of the Mississippi mills?
A. I don't know, sir.
Q. Was he the man that it was reported to be the owner of the mortgage that was foreclosed?
A. He was the one that held the mortgage.
Q. What is his first name?
A. Alexander.
Q. Who was this man, Manfred Meyer, that was in business here?
A. I don't know who he was.
Q. Did you ever know him before you came here?
A. No, sir.
Q. Never saw him before?
A. I might have seen him once or twice.
Q. Where did he come from?
A. I don't know.
Q. Have you no knowledge of where he came from?
A. I heard that he came from Hard Times; I never seen him there. He was clerking for my brother, keeping books.
Q. Was this man, Manfred Meyer, your brother's book-keeper before he came up here?
A. Yes, sir.
1390 Q. Something has been said about shipping goods to Hard Times Landing in the course of investigation in your presence. Will you explain what you know about it?
A. I can't remember any more about it. I may have shipped some.
Q. Who did you ship those goods to, to Hard Times Landing?
A. I don't know, sir; I don't remember who bought them.
Q. Did you send to the wharf-boat and goods to be shipped to Hard Times Landing before your failure in 1880?

A. I believe I did.

Q. How long before your failure that you shipped those goods?

A. I don't remember any more.

Q. About how many days or weeks; how long?

A. I don't know; I cannot tell.

Q. Have no idea?

A. No, sir; I have no recollection any more.

Q. About what was the value of the goods you were sending down to Hard Times Landing?

A. I have no recollection any more.

Q. What was the character of the goods you were sending to Hard Times Landing prior to your failure from your store?

1391 A. I don't know what kind of goods they were.

Q. Were they groceries or dry goods?

A. I don't know.

Q. Who did you get to ship the goods for you?

A. I suppose Mr. Purdy shipped them. They went down to his wharf-boat. I don't know who shipped them, whether it was his clerk, himself, or his watchman. I was not there when they were shipped.

Q. Where did you take them from when you shipped them?

A. From the store.

Q. From the brick store?

A. Yes, sir.

Q. Then occupied by you as a merchant?

A. Yes, sir.

Q. How many cases of goods did you ship from that store?

A. I don't know.

Q. Can you come within five or ten of the number of cases you shipped from your store to Hard Times Landing in 1880, prior to your failure?

A. I don't think I shipped many goods there.

Q. Can you estimate within five or ten or fifty of the num-

1392 ber of barrels of produce that you shipped from your store to Hard Times Landing in 1880 prior to your failure?

A. If I could remember of shipping any I could remember the number of packages, but I don't remember of shipping any produce.

Q. Did you ship any tobacco, whiskey, boots, shoes, or any goods from your store to Hard Times Landing in 1880 prior to your failure?

A. I don't know. I don't have any recollection.

Q. Have you no knowledge whatever concerning any shippments made by you to Hard Times Landing in 1880 prior to your failure?

A. No, sir; I have not.

Q. You were present and heard the witness V. M. Purdy state that prior to your failure — was keeper of the wharf-boat at Lake Providence shipped for you to Hard Times Landing some goods or merchandise in cases or other packages or barrels or groceries. Now, will you refresh your memory and state whether or not that is true?

1393 A. I heard Mr. Purdy say that he shipped some flour to Hard Times Landing, but I am satisfied that he is mistaken about the marks. He state- here that he scra-ched off "S." & left "C.," so I remember distinctly that I went down to the wharf-boat and made inquiry about it, and Mr. Purdy gave me some sarcastic answer which impressed itself on my memory.

Q. Whos- flour was it that Mr. Purdy was shipping to Hard Times Landing?

A. That was my flour.

Q. If the circumstance was impressed on your memory, will you be kind enough to inform us how long before you failed that the shippment was made to Hard Times Landing?

A. I don't remember; it might have been two months; it might have been two weeks; when I bought the flour I wanted to sell it; I could not eat it all myself.

Q. Now, Mr. Cohn, why did you have the mark changed from "S. C." to "S."?

A. I don't know why; I suppose I did not *not* want them to know whose it was.

1394 Q. I understand you to say, then, you wanted the marks changed because you did not want it known whos- flour it was on the wharf-boat?

A. Yes, sir; I often got goods and had the names scratched because I did not want other people to get the same kind of goods.

Q. What induced you to request Mr. Purdy to change the marks on the goods that you were shipping from this point to Hard Times?

A. I don't remember that I requested him to change the marks on the goods.

Q. At whos- instance was the marks on the goods changed from "S. C." to S.?

A. It must have been—I suppose it must have been through me.

Q. To whom did you consign those goods at Hard Times Landing?

A. I don't remember to whom they were consigned.

Q. You have stated here the special circumstances you remember about this lot of flour the marks of which were altered
1395 and which were shipped to Hard Times Landing. Will you explain why it is you do not remember to whom you shipped that produce?

A. Well, I remember the flour on account of the remarks Purdy made to Pittman. If it was not for that, I do not think I would have remembered all the events then.

Q. Is that all the answer you can give to the above question? Who is consignee of freight shipped to Hard Times Landing?

A. I think that D. Morris got the flour. I am not certain.

Q. Who is D. Morris?

A. D. Morris is a man. He is the merchant who keeps the landing at Hard Times. That is all I know about D. Morris.

Q. Did you consign that produce to Hard Times to be sold for your account?

A. There was no consignment; they were goods that were sold.

After they went out of the store they were sold and shipped to D. Morris; they were not shipped on consignment.

Q. You mean to say that D. Morris came here and bought those goods from you?

1396 A. I do not remember whether he came here or not or whether he wrote here. I may have met him on the boat somewhere between here and Vicksburg.

Q. Do you mean to say that D. Morris purchased an invoice of flour from you here, in Lake Providence, prior to the shippment?

A. He may have done so and he may not. I do not remember.

Q. Are you certain that this produce was not shipped to Hard Times for your account or to be sold down there for your benefit by some one?

A. Yes, sir; I am certain it was not.

Q. Are you certain the flour was paid for before it was shipped from your store?

A. Yes, sir.

Q. He paid you for the flour before you shipped it from your store to Hard Times?

A. Well, yes; D. Morris paid me for it the same *same* as any one else would. He bought it and paid for it. I know I was not going to sell goods on credit that far off.

Q. What was your object in selling D. Morris that flour?

1397 A. I sold it to him for the purpose of raising cash.

Q. Was D. Morris in town when those goods were shipped?

A. I don't recollect whether he was in town or not; he had been here, though.

Q. Did he come to your store and buy those goods?

A. Yes, sir; he was here.

Q. I understand you to say this shipment of goods to Hard Times Landing was the goods that Morris purchased from you and that Morris paid you for the goods.

A. After he bought them he paid for them; I sold them to raise cash to pay my customers.

Q. About how many goods did you sell to D. Morris?

A. I may have sold five hundred or one thousand dollars' worth; I do not remember.

Q. Well, then, when was it that you sold those goods to D. Morris?

A. I think it was before I failed.

Q. How long?

A. I do not remember.

Q. Did he come up here in town and buy goods from you?

A. I believe he did.

Q. What induced him to come here and purchase from

1398 you at Lake Providence?

A. I do not know, sir.

Q. Is he not a relation of yours?

A. No, sir.

Q. Was it generally known that you were selling goods at a great sacrafice at that time?

A. No, sir; I do not think it was known that I was selling goods at a sacrafice.

Q. What induced that merchant from Hard Times to come here and buy goods from you?

A. I do not know, sir; he may have come up on other business.

Q. What other business did he have here?

A. I do not know that he had any.

Q. Did you know that he came here on other business? What made you say that?

A. Because he told me that he wanted to open a store here.

Q. Who was present when he told you that?

A. Nobody; there may have been five or six in the store; I do not know.

Q. What hotel did he stop at here at that time?

1399 A. I do not know, sir.

Q. How long did he stop here?

A. I did not state that he stopped at my house. I think he stopped at my house.

Q. What year was that?

A. 1880.

Q. What time was that in 1880?

A. In the fall.

Q. He came here in the fall of 1880 and stopped at your house?

A. Yes, sir.

Q. And you sold him that invoice of goods?

A. Yes, sir.

Q. What was the character of the goods you sold him, this five hundred or one thousand dollars' worth of goods?

A. I do not remember what kind of goods they were.

Q. Were they groceries, dry goods, etcetera?

A. They were mixed; different kinds of goods. I think some of all kinds.

Q. Boots & shoes?

A. I think there were some boots and shoes in them.

Q. Any hats and caps?

A. There may have been some hats & caps & shoes.

Q. Did you keep clothing?

1400 A. Yes, sir.

Q. Did he buy any?

A. Yes; I am almost positive he did.

Q. Any whiskey or wines or canned goods?

A. I don't remember whether there was any whiskey and wines or not.

Q. Any canned goods?

A. I do not remember.

Q. Any hardware?

A. No, sir.

Q. Any produce?

A. What do you call produce?

Q. Well, flour & pork, etc. Did he buy any pork?

A. No, sir.

Q. Any meal?
A. I do not think he did.
Q. Any sugar, coffee, or rice?
A. No, sir. I do not think so.
Q. Do I understand you to say this was a month or two before your failure?
A. Yes, sir.
Q. And you sold him a general shipment of goods?
A. Yes, sir; a general shipment of goods, I think.
Q. Had this Mr. Morris been merchandising before?
A. Yes, sir.
Q. At Hard Times?
1401 A. Yes, sir.
Q. He replenished his stock of general freight by this purchase from you?
A. Yes, sir.
Q. At what rates relatively were those goods sold to him by you?
A. They were sold at cost.
Q. Cost at what place?
A. At what it cost to bring them here.
Q. They were sold at cost?
A. Yes, sir; just what they would cost to bring them down here in Providence. I sold them to rais- money.
Q. I understand you to say that you sold these goods to D. Morris at cost. Now, can you tell me about the extent of this sale—about how many dollars it amounted to?
A. I stated once about five hundred or one thousand.
Q. Can you make no other estimate than that?
A. No, sir.
Q. You cannot say, then, whether it was five hundred or one thousand?
A. No, sir.
1402 Q. When was this stock of goods shipped to Hard Times Landing, to D. Morris?
A. I do not remember.
Q. How many cases of goods and barrels of produce were shipped to him?
A. I do not remember exactly.
Q. Can you give within ten or twenty cases of the number or within ten or twenty of the number of barrels that were shipped to him by you at Hard Times Landing?
A. There may have been fifty or one hundred half barrels; no barrels. I do not remember; there may have been four or five cases of goods—packages of goods; some of the goods may have been in small packages.
Q. Can you not estimate more nearly the number of cases that were shipped by you at that time to Hard Times Landing?
A. No, sir; I cannot.
Q. How, then, do you make up this five hundred or one thousand dollars as the bill of invoice?
A. I do not know what the value was.

1403 Q. But you say there may have been four or five cases of goods and fifty or one hundred barrels or half barrels of flour?

A. Well, there may have been some four or five cases of goods. Some cases of goods are worth two or three hundred a case, and some are worth from fifty to seventy-five dollars. Of course it depends upon the quality of the goods; what kind of goods they are.

Q. About how many cases were shipped?

A. I have stated that once before; that question has been asked a dozen times.

Q. And you refuse to answer it again?

A. Yes, sir.

Q. Can you state approximately the number of barrels that you shipped to Hard Times?

A. No, sir; I cannot.

Q. How long was it after D. Morris had made this purchase of goods from you before you made the shipment to Mr. Purdy?

A. A few days. I do not remember exactly; six or seven days.

1404 Q. Are you certain that Mr. Morris had been up her- and bought those goods before you shipped them to Hard Times Landing?

A. I am or they would not have left the store unless the money had been paid over.

Q. Now, if Mr. Morris had bought and paid you for the goods that you shipped to Hard Times Landing, why was it that you had the marks changed from "S. C." to "S.," as you have told?

A. I have answered that question once. I did not want people to know where they came from.

Q. Do you mean to say that you did not want people to know where Mr. Morris had bought these goods?

A. I did not want them to know where they came from; I did not want them to know whether they were shipped on his account or my account. I had some motive in doing so.

Q. Did you say that you changed the marks on the goods because you did not want the people to know anything about the

1405 shipment of goods?

A. I have answered that question already. I do not want to answer the same question over and over again and I refuse to make any more answers to the same question. As soon as another question is put to me I will answer, but not the same question over and over again.

Q. What motive had you to change the marks of goods or cases in view of the fact that you say these goods had been sold to D. Morris?

Q. That question has been answered four times and I refuse to answer it again.

Q. Did D. Morris require you to change the marks on goods from "S. C." to "S."?

A. No, sir; he did not.

Q. Why was it, then, that you thought proper, after having sold

the goods to D. Morris, to cause the marks on the goods to be changed from "S. C." to "S." when the goods were shipped to Hard Times Landing?

A. The marks on the flour were changed before the goods
1406 were sold to D. M. I did not state the marks were changed after they were sold.

Q. What were the marks upon the cases and goods changed when they were shipped?

A. I do not remember the marks any more.

Q. Well, is this D. Morris interested in business with your brother, Alexander Cohn?

A. No, sir; he is not interested in it now, but I do not know if he was interested with him when the goods were sold.

Q. Where does your brother, Alexander Cohn, keep a store?

A. He keeps a store on the Ruthwood plantation.

Q. How far is that from Hard Times Landing?

A. Ten miles.

Q. This same D. Morris was keeping a landing at Hard Times, was he not?

A. Yes, sir.

Q. Had your brother been engaged in business with him there?

A. I do not remember; I do not know.

1407 Q. How was he engaged in business with your brother? You say he had been engaged; how was it?

A. I do not know anything about it.

Q. Were they partners?

A. I do not know, because I do not know anything about their affairs.

Q. You stated that D. Morris had been engaged in business with your brother; at what place?

A. At the Ruthwood store.

Q. Was he engaged in business with your brother when these goods were shipped in the fall of 1880?

A. I do not know, sir.

Q. Did your brother send him up here to get those goods?

A. I did not ask him who sent him.

Q. Do you know whether the business relations between Mr. D. Morris and your brother still continued when you sold him those goods?

A. No, sir; I do not know.

Q. But you know that he had been engaged in business with your brother?

A. Yes, sir.

1408 Q. Did you enquire whether he was still in business with your brother when you let him have these goods?

A. I do not know whether I did or not.

Q. Was your brother then still in business?

A. Yes, sir.

Q. What was the character of his business?

A. He kept a store like anybody else. He done a large business,

keeping a store and running and supplying two or three large plantations.

Q. So you sold those goods to D. Morris, knowing that he had been engaged in business with your brother, without enquiring whether he still continued in business with your brother?

A. I had no business inquiring. When he came and bought the goods he paid me for them. I asked him no questions. If I did I do not remember it. We may have talked about a great many things, but I do not remember.

Q. Had this Mr. D. Morris been engaged as book-keeper or
1409 clerk or how had he been engaged in business with your brother?

A. I do not think he was book-keeper. He was partner in the business.

Q. In what store?

A. In the Ruthwood store. He may have been a partner in the plantation business. I do not know whether he was or not.

Q. Was he a partner in the store at Hard Times Landing?

A. I think not, sir.

Q. Was he a partner in the landing business at Hard Times also?

A. I think not, sir.

Q. Do you state that you had no knowledge as to whether this Mr. D. Morris was a partner of your brother in the business of merchandising and landing-keeping at Hard Times?

A. No, sir; I did not.

Q. Had this Mr. D. Morris been engaged in business while you were a member of the firm of Simon & Alexander Cohn?

A. Yes, sir. He was a partner also in one store.

1410 Q. At what place?

A. At Ruthwood. There were two stores. He was not interested in the Locustwood store. I was interested in both of them myself.

Q. When you dissolved partnership with your brother, Alexander Cohn, did this Mr. D. Morris continue in the firm with your brother?

A. Yes, sir.

Q. How long did he continue in that firm?

A. I do not remember. Five or six years to the best of my recollection.

Q. When did you cease to be a member of the firm yourself?

A. I think it was in 1873 or 1874 when I sold out. I am not sure as to the year.

Q. Had you ever been down to Hard Times since you quit merchandising there?

A. Oh, yes, sir; lots of times.

Q. When were you there the last time before Mr. D. Morris came up here?

A. I do not believe that I was down there before I failed.

1411 I think I went down right after the failure. I do not remem-

ber being down there before the failure. I will state I was down there after the failure.

Q. What took you down there so soon after the failure? What induced you to go there so soon after your failure?

A. I do not know that that is any of your business. I had nothing to do here so I just took a trip down there.

Q. Did your business have any connection with the business affairs of your failure?

A. No, sir; no business.

Q. Did you or not come down to look after those goods that you had shipped to D. Morris?

A. No, sir; I did not, because it did not bother me any more. The goods were already sold and I had nothing to do with them.

Q. When Mr. D. Morris came up here to buy this stock of goods from you a short time before your failure was Manfred Meyer keeping a store here at the time?

A. Oh, yes, sir; he was keeping a store here.

1412 Q. How long had Meyer been keeping a store here?

A. I do not remember; five or six months or a year; I have forgot; it is a good while ago.

Q. Had he been open here that long?

A. I do not know. He might and he might not. I do not remember.

Q. On this visit of Mr. Morris to you just before your failure, when you sold him the stock of goods, did you discuss the proposition of opening a store in this town?

A. Yes, sir; I did.

Q. What induced you to discuss the matter with him?

A. He asked me about the business at this place. I told him it was not worth a cent and if I had the money out of the business I would not stay two days at the place.

Q. Did you endeavor to induce him to buy a large lot of goods at that time?

A. Oh, yes, sir; I urged him to buy a good stock from me.

Q. Did you offer to sell him your whole stock in the store?

A. No, sir.

Q. Why was it if you were discussing his going into busi-

1413 ness here that you did not offer to sell him your whole stock of goods?

A. I was in such a fix I could not sell him the whole stock.

Q. Why?

A. I was in debt and wanted Mr. Newman, as a personal friend of mine, to get the benefit of all my stock and books.

Q. Well, now, if you were so much interested in Mr. Newman being paid why was it that you did not sell out your whole stock and pay him the money?

A. Because I thought by keeping the store I could sell the goods and collect my debts and pay them. If I sold the stock I could not collect at all. If the negroes found out that I had sold my stock and store they would not pay me at all.

Q. At the time that you sold this stock of goods to D. Morris, a short time before your failure, were you then contemplating failing?

A. No, sir; I did not.

1414 Q. Did you think that you would be able to carry over that large debt?

A. Yes, sir; I thought I was going to collect enough to pay all my debts.

Q. What was the value of the stock of goods you had on hand at the time you made this sale to D. Morris?

A. I must have had fifteen thousand dollars; I think perhaps more.

Q. About how long was this before your failure?

A. About a month or two.

Q. What other resources did you have besides this fifteen thousand dollars' worth of goods?

A. I had notes and accounts on my books to collect.

Q. Anything else?

A. No, sir; nothing else.

Q. Well, you had your interest in the stock of goods in the store?

A. Yes, sir.

Q. Estimated to be worth fifteen thousand dollars and notes and accounts?

A. Yes, sir.

Q. Book accounts?

A. Yes, sir.

Q. Anything else?

1415 A. Nothing else.

Q. What was the cash value of all you had on hand?

A. About sixty thousand dollars.

Q. The cash of all your assets?

A. Yes, sir; if I had collected them it was worth that much.

Q. Did I understand you to say that when you sold this stock of goods to D. Morris you estimated yours to be worth sixty thousand dollars?

A. Yes, sir.

Q. You consider that you were then worth sixty thousand dollars?

A. Yes, sir.

Q. Do you consider that your assets could then have been sold out for sixty thousand dollars?

A. Well, I do not know that they could have been sold for that much at that time, but that was what I estimated them at.

Q. Do you consider your assets at the time inquired of, if they had been sold here upon the market, would be worth sixty thousand dollars?

A. Yes, sir.

Q. What were they worth, at a low estimate?

1416 A. They were worth about forty thousand dollars.

Q. In cash at the time?

A. Yes, sir; I think so.

Q. If your assets had been put upon the market do you think you could have realized as much as forty thousand dollars?

A. I cannot tell you that they would have brought that much, but I think they would.

Q. Well, then, if you were so anxious to secure Mr. Newman, why did you not sell out this stock and assets and pay him?

A. I did sell as long as they let me. I could not give any preference to any one even if I had wanted to.

Q. What was the cause of your failure?

A. Bills falling due and the money was not there to pay them.

Q. Did not you know when you were selling Mr. D. Morris those goods a few weeks before your failure that these bills would fall due?

A. Yes, sir; and if I had not sold those bills of goods when I did I would have been closed up two months before I was.

1417 That is the reason I sold them—to raise money to pay my debts.

Q. Mr. Cohn, do I understand you to say that when you sold that stock of goods to Mr. Morris your book accounts and stock of notes were worth about forty thousand dollars?

A. Yes, sir.

Q. Then what were your liabilities?

A. About, I think, between fifty and sixty thousand dollars.

Q. You owed between fifty and sixty thousand dollars at the time?

A. Yes, sir.

Q. Will you name some of the parties to whom you owed this large amount of money?

A. Well, I owed some to Halladay, some to A. Lehman, in New Orleans, and some confidential debts here in town. I owed Mr. Purdy between seven and eight hundred dollars, the man who keeps the wharf-boat, and some other different houses.

Q. This judgment which—did you owe S. B. Newman & Co.? How much did you owe him?

1418 A. Between twenty and twenty-four thousand dollars.

Q. Did you owe any creditors in New Orleans besides Newman?

A. Yes, sir.

Q. Any in Evansville?

A. Yes, sir.

Q. Any in New York?

A. No, sir. I don't think I did.

Q. What did you say was the aggregate amount of your debt at that time?

A. Between fifty & sixty thousand dollars.

Q. When did that paper become due?

A. Outside of this New Orleans debt the balance were all coming due about January 1st. Some in January and some in February.

Q. When was this New Orleans debt due?

A. I had a running account with Newman. My indebtedness to Newman was due when I had the money to meet it.

Q. You say the stock of goods was then worth fifteen thousand dollars?

A. Yes, sir. I think so.

Q. What were the notes worth that were due at that time
1419 that you had on hand? What became of those books and accounts that you had?

A. They were seized by the sheriff. I don't know who took the books. They turned me out of the store.

Q. Well, what did those assets consist of? I mean the assets making up this forty thousand dollars.

A. They consisted of notes and book accounts and the stock.

Q. Were they all mentioned in your books?

A. No, sir; not all of them.

Q. What became of those notes that you refer to?

A. The sheriff took them.

Q. Do you know what he did with them?

A. No, sir; he took every book and piece of paper in the store.

Q. What did he do with them?

A. I don't know, sir.

Q. Did you ever enquire?

A. I spoke to Mr. Kennedy about it, but never got any satisfaction.

Q. Where are the books now?

A. I don't know.

1420 Q. The books formally kept by Simon Cohn, where are those books?

A. I don't know what became of them.

Q. Have you ever seen them since they were seized by the sheriff?

A. No, sir; I have never seen them since they were seized.

Q. Are you certain they were attached with the goods?

A. I am not certain they were attached, but I know they were taken out of my possession. The sheriff got possession of them, I will state, for he took the books, papers, and everything.

Q. Did he attach them?

A. I don't know whether he attached them or not; he took them out of my possession.

Q. All these notes?

A. All these notes and everything was taken out of my possession.

Q. And you say that in addition to the notes you were worth about forty thousand cash at the time?

A. I did not, sir.

Q. How long after you visited Hard Times Landing was it
1421 before your brother began executory process on the mortgage he held on the store?

A. I don't know, sir.

Q. But you say your brother, on your visit to Hard Times Landing, sent off this attachment?

A. Yes, sir.

Q Did you discuss your affairs with him when you were there?

A. Yes, sir; I did.

Q. Did you discuss the question of the foreclosure of that mortgage?

A. Yes, sir. He told me he would foreclose. I told him I had no money, and I could not rais- any more and that I had been closed up.

Q. Did you not induce him to make that foreclosure at that time?

A. I did not, sir.

Q. Did you advise your brother to proceed with that foreclosure?

A. I did not, sir.

Q. Did you discuss with him the propriety of that foreclosure to be made by himself or by some member of your family?

1422 A. I don't remember whether I stated anything about it. It was bought at public sale. I could not tell who was going to be the owner.

Q. Was it understood that Mrs. Steinhardt or your wife was to buy in that property at that time?

A. No, sir; it was not. I told the old lady if she could get it to keep enough out to buy it with.

Q. Was your brother here at the sale?

A. I think he was here.

Q. Did not he know Mrs. Steinhardt was to buy in that property at public sale?

A. He did not.

Q. Had he never been informed that Mrs. Steinhardt intended to buy in the property?

A. No, sir; he had not been informed.

Q. You knew she wanted to buy it in if she could, did not you?

A. Yes, sir; I knew it.

Q. Do you undertake to say that you did not communicate that fact to your brother?

A. No, sir; I did not.

Q. And your brother was totally ignorant of it?

1423 A. Yes, sir.

Q. Why did you withhold that information from your brother?

A. Because I did not think it was his business.

Q. Did not your brother stop at your house during the time he was here?

A. Yes, sir.

Q. Stop there all the time?

A. Yes, sir.

Q. Are you certain that he did not know that Mrs. Steinhardt was to become the purchaser of that property?

A. He may have known it, but I don't know whether he did or not.

Q. Who bought in that property for Mrs. Steinhardt.

A. She bought it in for herself; she was there at the court-house.

Q. Did you not see me there at the biddings?

A. I believe I did.

Q. Well, who bid of that property when it was knocked down to Mrs. Steinhardt?

A. Mrs. Steinhardt herself; she bid it in.

Q. Was not your brother present?

1424 A. I am not certain. I believe he was. I know I stopped some money—five or six hundred—for Wood & Lee when you lost the goods. The money was turned over to my brother by the sheriff.

Q. When that third possession was filed by Wood & Lee prior to the sale did you not express a wish that the sale would be delayed?

A. No, sir; they did not stop the sale of the property. I had nothing to do with it.

Q. Were you perfectly indifferent as to whether the sale was made on that day or not?

A. Yes, sir; I was indifferent.

Q. Why were you so active? Why did you manifest so much interest in the transaction and incidents growing out of the case just prior to the sale if you had no interest in that sale being made that day?

A. My interest was not that way. I thought Judge Wyly or some one else was going to bid for the property, and I did not want them to get it for nothing. I wanted it to bring just as much as it possibly could. That is the interest I had in it.

1425 Q. Your interest, then, and the activity you displayed about the time the sale occurred was more on your own account than on that of your creditors?

A. No, sir; it was not.

Q. How did it concern you whether the property sold high or low?

A. Well, I would owe that much less on it if it sold high. The judgment which would be held over me would be that much less if the property sold high.

Q. Then it was not in the interest of your creditors that you were so active at that sale, but in the interest of yourself?

A. Yes, sir; for myself.

Q. What made your brother so active at that sale; apparently so anxious that Mrs. Steinhardt should become the purchaser?

A. I don't think he was very anxious; not more so than any one else.

Q. Were you not in favor of Mrs. Steinhardt buying the property?

A. Well, I don't know that I was.

1426 Q. Did you not say that you advised her to buy the property at that sale?

A. I did, if she could get it cheep enough.

Q. You wanted her to buy it in, then?

A. I wanted her to buy it in if she could get it cheap enough. I thought it would be a good investment for her money if she could get it cheap enough.

Q. Did you have any object in view, as, for instance, opening a store in that same place afterwards?

A. No, sir.

Q. Are you certain there was no design on your part or on the part of Mrs. Steinhardt or on the part of your brother to open a store here in that same place afterwards?

A. Yes, sir; I am.

Q. You state you expected to open a store here?

A. I did not say any such thing. I expected Judge Wyly to buy it in, and was surprised that he did not buy it in.

Q. Do you think it sold at a great bargain?

A. Yes, sir; I do.

Q. What did it sell for?

1427 A. The records will show; I don't remember.

Q. You say the money was paid over to the sheriff?

A. Yes, sir.

Q. Who paid the money to the sheriff?

A. Mrs. Steinhardt herself.

Q. Were you present?

A. I was present, yes, sir, when M. S. Powell, the sheriff, received the money from her.

Q. You say you were standing by when the money was paid?

A. Yes, sir.

Q. What did Mrs. Steinhardt pay it in?

A. In cash.

Q. Who did she pay it to?

A. To M. S. Powell, the sheriff.

Q. In your presence?

A. Yes, sir; in my presence.

Q. Who else was present?

A. I don't remember any more.

Q. Was any one else present?

A. Yes, sir; there were several people about at the time. I don't remember who they were.

Q. Was it paid in the presence of the subscribing witnesses to the deed?

A. Yes; I think it was. I am not sure. I think, to the best of my recollection, she paid him the money in my presence.

1428 He said, "I will fix the deed up and bring it to you the next day." It may have been paid in the presence of the subscribing witnesses, but I am not sure.

Q. Where was the deed executed—at your house or in the sheriff's office?

A. Mr. Purdy brought the deed round to the house.

Q. Did the witnesses come with him?

A. Yes, sir; they went to the house with him. I know the witnesses were there.

Q. Were you present when the deed was made?

A. Yes, sir; but I don't remember the conversation any more.

Q. Who were the witnesses?

A. I think Maj. Oliver was one.

Q. Who else?

A. I don't remember anybody else; there was some one else, but I don't remember who it was.

Q. Did I understand you to say that you were not on very good terms with Manfred Meyer when he came up here to open a store?

A. Yes, sir.

Q. Where had you known him previously?

1429 A. I had seen him once or twice in my brother's store.

Q. What caused the unpleasantness between you and Meyer?

A. That I cannot tell.

Q. But you are not friendly?

A. I was not when he first came. I thought he was going to injure my business.

Q. Was that the only grounds of unpleasantness between you?

A. Yes, sir.

Q. That you thought he was going to injure your business?

A. Yes, sir; just like Simon Lewis did when I first came here.

Q. While you were a member of the firm of Simon & Alexander Cohn, was not Mr. Meyer engaged in the employment of the firm at that time?

A. Not that I know of, Judge. I was only a member of the firm — Simon & Alexander Cohn about eight months before we dissolved. I never was in the parish of Tensas before that.

Q. When did you first become acquainted with Manfred Meyer?

A. I don't remember what year it was, Judge.

Q. Where was he living?

A. He was clerking for my brother. I did not know the

1430 business any more. The first time I met Manfred Meyer was in my brother's store.

Q. How long was that before you failed?

A. I don't remember.

Q. Several years?

A. Several years, I believe.

Q. How long did he continue in the employment of your brother as book-keeper?

A. I believe he remained there some time, and then came up here and opened a store afterwards.

Q. Who came up here first, D. Morris or Manfred Meyer?

A. I don't remember. I think Meyer was keeping a store here when D. Morris came up here.

Q. Where was he keeping a store?

A. He was keeping a store in town here.

Q. Are you certain he was keeping a store here when D. Morris came up?

A. I am.

Q. Where did he get that stock of goods in that store?

A. I don't know. I did not ask him any questions about it.

Q. Did he get any goods from your store, directly or indirectly?

1431 A. I don't remember of selling Meyer any goods. He may have got a few goods. Every merchant buys from one another

and pay for the goods like anybody else. I believe I sold Judge Wyly some goods sometimes, and I sold some goods to the different merchants.

Q. Are you certain that you did not sell a stock of goods or the part of a stock of goods to Meyer when he came up here and opened his store?

A. I am certain he bought his goods when he came up here. I may have sold him some goods, but I don't recollect. If I sold him any goods he paid for them, though I could not swear that I sold him any.

Q. Did you not sell him some goods in bulk or by lot?

A. No, sir; never in my life, except to colored people; what I call "lumping" in the trade.

Q. Did you not sell him a lot of whiskey?

A. No, sir; Meyer never kept a drop of whiskey in his house.

Q. Did you not sell him some tobacco?

1432 A. I may have sold him some tobacco; I don't know.

Q. How many boxes of tobacco did you sell him? Can you not come within five or ten of the number of boxes you sold him?

A. No, sir; I don't think I ever sold five or ten boxes at one time.

Q. Did you not sell him some produce?

A. No, sir.

Q. No pork or meal?

A. No, sir; I don't think I did.

Q. Do you know John L. Martin?

A. Yes, sir; I know him well.

Q. Did you know him before your failure?

A. Yes, sir; he was clerking for me.

Q. Did you know him as a merchant before your failure?

A. No; he was clerking for me then.

Q. What was his occupation?

A. He was a clerk.

Q. For who?

A. For myself.

Q. Was he book-keeper?

A. Yes, sir; he was book-keeper.

Q. Was he your confidential man in the store?

A. I did not need any confidential man. We did not do

1433 any secret business. He was no more than any of the clerks. He kept my books in single entry.

Q. Did he keep the cash and a key to the safe?

A. He had a key to the safe and he handled my cash the same as Mr. Fisher is doing for Mrs. Steinhardt.

Q. In other words he was your chief clerk and head man in your store?

A. Yes, sir; he was; he was considered the head clerk when I was not there.

Q. Cashier as well as clerk?

A. Yes, sir; he was everything.

Q. Did he continue in your employment up to the time before you failed?

A. Yes, sir; for several years before my failure I had a store in Bernard, Ark. I gave him half interest in that store.

Q. What became of that store?

A. I sold it out.

Q. Was it a failure—did the business fail?

A. No, sir; not a failure in business. I was sold out and Mr. Martin went back to clerking for me.

Q. Was that store a small one or large one?

1434 A. It was a pretty good size store.

Q. General merchandise store?

A. Yes, sir.

Q. What place you say that was?

A. Bernard, Arkansas.

Q. Was Mr. Martin in your employment when you sold the goods to D. Morris?

A. Yes, sir.

Q. Did he know you were selling the goods?

A. I don't know, sir.

Q. Did he not know you were selling the goods to D. Morris?

A. I do not know. We were very busy at that time.

Q. Did you make any entry on your book of what you sold to D. Morris?

A. No, sir.

Q. Was it customary in selling out a large lot of goods not to make some entry in the books?

A. No, sir; there was no entry made; no bill made. The only entry that was made was of the cash received for the goods, and the money put into the drawer.

Q. Did you not think that Mr. Martin knew of the shipment of some of those goods to D. Morris?

1435 A. He may; I don't know.

Q. How long was Mr. Morris in the store in making this purchase?

A. I don't remember.

Q. Who waited on him when he was making the selection?

A. I don't know who waited on him; some of the clerks, I believe.

Q. What clerk?

A. I don't remember the fellow's name.

Q. Are you certain Mr. John L. Martin did not know about the transaction?

A. I am certain he may have known as much about it as I did.

Q. Who boxed up the goods?

A. Well, that I don't remember, either.

Q. Who drayed the things from your store to the wharf-boat?

A. I had several draymen.

Q. Mention their names.

A. Wash. Stewart was one and I had a dray of my own.

Q. Who drayed it—the goods, I mean?

A. I don't know; some German man.

Q. Who knows of this sale to D. Morris besides yourself?

A. I don't know of anybody else unless it is you.

1436 Q. How long after you failed before this clerk, John L. Martin, opened up a store of his own?

A. Well, I don't know that I can tell you when he opened his store.

Q. About how long afterwards was it?

A. It may have been a year he was walking around here doing nothing.

Q. Do you think it was a year after your failure before John L. Martin opened his store on Black Bayou?

A. I think it was, though it may be more or less; I am not certain.

Q. Did not John L. Martin open a store a very short time after your failure?

A. He did not.

Q. What did he do from the time of your failure until he opened this store?

A. He was not doing anything, to my knowing.

Q. Where did he get the goods with which to open and operate that store?

A. The first bill of goods he bought was from Charles Moss & Co., St. Louis, and a number of goods he bought in New Orleans.

1437 Q. Can you remember the names of the houses where he bought from?

A. Oh, yes, sir.

Q. Who did he buy from?

A. Woolf & Marks and R. Rosenberg and A. Lehman. He owes them for those goods right now; he is indebted to those parties right to-day.

Q. Can you think of the name of any one else?

A. He bought goods either in St Louis or New Orleans. No; I cannot tell you. He bought some whiskey from some house. Mr. Kennedy has the bill for collection. He has not paid those parties yet, I know.

Q. Did Mr. Martin ever buy any goods from those parties you have mentioned before?

A. No, sir.

Q. Did he ever buy any goods in St. Louis before?

A. No, sir; not to the best of my recollection.

Q. Who introduced him to those houses?

A. I did. I introduced him to them and told them he was

1438 clerking for me and told them he had a few dollars and wanted to open a store.

Q. What other business did you introduce him to besides those mentioned in New Orleans?

A. No other houses.

Q. How much money did he have?

A. I don't remember.

Q. Well, approximately, as near as you can tell?

A. He may have had between one thousand and fifteen hundred dollars.

Q. How did you know that he had between one thousand and fifteen hundred dollars?

A. Because I paid him one thousand dollars shortly before my failure myself.

Q. How long before your failure?

A. About a month.

Q. You paid him one thousand dollars about one month before you failed?

A. Yes, sir.

Q. Do you know that he had the one thousand dollars about one month before you failed?

A. Yes, sir.

1439 Q. Do you know that he had the one thousand dollars after you failed?

A. I do not; but I never saw him spend it.

Q. Do you know that he had the one thousand dollars at the time you went down and introduced him to those stores in New Orleans?

A. Yes, sir; he told me that he had.

Q. What was the extent of the stock he purchased from those people?

A. I do not know; it was very small.

Q. Were you not with him? Did you not assist him in the selection of the stock?

A. No, sir; I was not with him. I never seen the goods he bought.

Q. Were you there when the bills and invoices were made?

A. No, sir.

Q. Were you not with Mr. Martin at the time you introduced him and when those goods were sold to him?

A. No, sir; I was not.

Q. You gave him no assistance in selecting the goods?

1440 A. No, sir; I gave him no assistance at all.

Q. What motive did you have in going around to introduce him to these merchants?

A. I felt that I was under some obligation to him. I felt a friendship for him, being he had been clerking for me for a good many years.

Q. Did you not exhibit a great anxiety—were you not very anxious for him to get the stock of goods at the time you introduced him to the merchants in New Orleans?

A. Yes; I did. He was with me eighteen years. He followed me South the first year and North again, and from the North back to the South. I like him, but as a true friend I cannot say as I do. We had several little quarrels in one way and another.

Q. What was the extent of the business in the Black Bayou store?

A. Well, he told me he done a mighty poor business. I know he lost his money there, besides some bills he owed.

Q. How long did he remain in business on Black Bayou?

1441 A. I don't remember. He stayed there for several months or a year.

Q. About a year?

A. I know that he was drunk all the time he was there and lost his money.

Q. Did you say he never paid for those invoices he got from those parties in New Orleans?

A. I don't think he paid all of them. I know he owes some parties in New Orleans now. Mr. Kennedy had those bills for collection. He may have paid them and he may not, but I don't think he has. He may owe a few of those invoices and he may not.

Q. Did he fail in business at Black Bayou?

A. No, sir; he failed in town here.

Q. Are you sure the business at Black Bayou was a disastrous one to him?

A. Yes, sir; it was disastrous. He did not make any money, but he did not lose much money. He may have lost his own money, but I don't think he lost other people's money.

Q. You think he has paid up those creditors from whom he got that stock of goods?

1442 A. I do not know, sir; I think he did. He must have paid them when they waited on him two years.

Q. When did he open the store on Black Bayou?

A. I don't remember.

Q. Do you know or have you any knowledge of his opening the store on the Banks place after the Black Bayou store was closed?

A. Yes, sir.

Q. When was that?

A. I do not remember. I do not remember whether he moved from the Black Bayou store or moved to the Banks place or how it was.

Q. Did you or not furnish him goods directly or indirectly for that store on the Banks place?

A. No, sir; I did not; not a single nickle's worth.

Q. Did you not assist him in getting those goods?

A. What goods?.

Q. That he used while he was at the Banks store.

A. No, sir; I had no more to do with him after he left my place.

Q. How did he get the goods to keep his stock up at the Banks store?

1443 A. I do not know, sir.

Q. From whom did he get the goods?

A. I do not know, sir.

Q. Did not he very often come to you on business connected with that Banks store?

A. No, sir; he did not.

Q. Did not he often consult with you about that business?

A. No, sir; he did not.

Q. You never had any conversation with him?
A. I might have had, but I don't remember.
Q. You never manifested any interest in that business?
A. No, sir; in no manner or shape.
Q. How long did he remain at the Banks store?
A. Two or three years; I am not certain.
Q. What were you doing when he was at the Banks store?
A. I was clerking for Mr. Meyer.
Q. Was that before Mrs. Steinhardt bought him out?
A. It may have been after she bought him out; after that he had no store.
Q. Did you ever clerk for anybody in this town except for Mrs. Steinhardt or Mr. Meyer?
A. No, sir.
1444 Q. Was this business in which you were clerking, was that at the same store where you had been in business yourself?
A. Yes, sir.
Q. And afterwards Mrs. Steinhardt had the business?
A. Yes, sir.
Q. Now, when John L. Martin quit business at the Banks place, where did he move when he moved to town?
A. He went into Tim. Byrne's blue store.
Q. Did you not make arrangements for that store for him?
A. No, sir; I did not.
Q. Did you not exert special supervisory control over the business of that store at any time?
A. No, sir.
Q. Was there not some contention between you and Martin about the business of that store in town?
A. No, sir.
Q. How long after he came to town before he failed?
A. I do not remember, sir.
Q. Are you certain there was no contention between you and Martin?
1445 A. No, sir; he was closed up by Mr. Kennedy, as attorney of some of the creditors of John L. Martin.
Q. Who bought that stock of goods?
A. They were sold to Max Stockner.
Q. And when was that?
A. That was before my failure.
Q. Was it before or after you sold that stock of goods to D. Morris?
A. I think it was before.
Q. How long before?
A. I don't remember; about two or three weeks. I sold Max Stockner two or three bills of goods. He came to town for a week or so.
Q. What was the character of the stock of goods you sold to Max Stockner? What was the value of the goods?
A. To the best of my recollections, between fifty & sixty dollars.
Q. What was the character of the goods you sold Mr. Morris?

A. They were dry goods, shoes, etc. He bought goods from me just as he needed them in his business. He would buy just a mixture of goods.

Q. What do you mean by a mixture of goods?

A. Well, he would pick out half a dozen different kinds of shoes—half a dozen odd pairs of shoes.

1446 Q. You mean a general assortment of merchandise?

A. Yes, sir.

Q. Did you box up these goods and ship them to him?

A. Yes, sir.

Q. Were they boxed up at your store?

A. Yes, sir; they were boxed at my store and sent down to the wharf-boat.

Q. Did John L. Martin know anything about those goods?

A. Yes, sir.

Q. Did he assist in filling out the invoice for Max Stockner?

A. Yes, sir; I told him to put up a dozen pair of pants and keep everything together and mark them down and enter them into the ledger. He did not have anything to do with the wholesale selling in the store.

Q. Are you certain you sold him five or six hundred dollars worth of goods?

A. I am not certain. I may not have sold it to him, but I don't remember.

Q. Was that after the D. Morris sale?

A. Some before and some after. He bought goods for a week or two and paid for them in cash.

1447 Q. And you shipped the goods to him?

A. Some of them were shipped at the wharf-boat and some were hauled out in the country on wagons.

Q. Did you sell any goods in the original packages?

A. No, sir; I did not.

Q. What mark did you put on the packages?

A. They were marked M. Stockner, Longwood Landing, Louisiana.

Q. And they were shipped to him?

A. Yes, sir.

Q. At what rates were you selling those goods?

A. I sold them at five per cent. off for cash.

Q. Why did you sell him the goods at a higher rate than you sold to D. Morris?

A. Well, he bought the goods and I tried to get the money from him and he would pay for them.

Q. What induced you to sell cheaper to D. Morris than you did to Max Stockner?

A. Well, those goods were sold for the purpose of trying to pull through and pay my creditors what I owed.

Q. Did you buy this stock of goods you sent to Arcadia?

1448 A. I had nothing to do with them.

Q. Well, the witness, Mr. Purdy, says you sent goods to Arcadia to Max Stockner.

A. I had nothing to do with them.

Q. Is it true or not?

A. If the goods went to Arcadia I did not know anything about it. Max Stockner may have directed the goods he bought to be shipped to Arcadia.

Q. Do you deny that a part of the goods shipped by you at the wharf-boat were not directed and sent to Max Stockner, at Arcadia?

A. I do not know; if Max Stockner ordered them sent there they were sent there. I do not remember selling him any other goods; if I did I have forgotten it. I do not remember anything about it.

Q. Do you deny that you instructed Mr. Purdy to ship the goods to Meyer's Landing from the wharf-boat?

A. I do.

Q. Are you certain you never sent any goods to Meyer's Landing from the wharf-boat prior to your failure?

1449 A. I am; Max Stockner might have sent some goods there from the wharf-boat, but I had nothing to do with it.

Q. Never directed Mr. Purdy to send the goods there?

A. No, sir; I had nothing to do with them.

Q. You deny, then, that you ever directed Mr. Purdy to send the goods there?

A. No, sir.

Q. Now, Mr. Cohn, did you or not direct Mr. Purdy to ship a part of the goods to Milliken's Bend prior to your failure?

A. Yes, sir; I told him to ship goods there.

Q. What goods were you shipping to Miliken's Bend?

A. I was shipping some dry goods, general merchandise, clothing, etc.

Q. What was the extent of the invoices you were shipping to Milliken's Bend prior to your failure?

A. I think between seven & eight hundred dollars.

Q. Did you send any produce?

A. I don't remember.

Q. Flour, meat, or meal?

1450 A. I may have done so.

Q. Did you send any tobacco or whisky?

A. I may have done so; I don't remember.

Q. Are you certain that the *the* value of the goods you sent to Milliken's Bend was not mor- than seven or eight hundred dollars?

A. Yes, sir; I am certain it was not over that.

Q. How long was this shipment to Milliken's Bend made after the shipment to D. Morris?

A. I did not keep any memorandum of the time; I do not know.

Q. About how long?

A. I think it was all done about the same time; it might have been done a few days before or a few days after; it might have been done in the same month or the same week or on the same day; I don't know.

Q. To whom were you shipping those goods to Milliken's Bend?

A. I don't remember the man's name any more.

Q. As a merchant, were you in the habit of shipping goods to people you did not know?

1451 A. Well, I may; I don't remember now. I shipped some goods last week, but I do not know the man's name.

Q. Did you know a man at Milliken's Bend named Kollman?

A. Yes, sir.

Q. Did you ever ship him any goods?

A. Yes, sir.

Q. How much goods did you ship him?

A. About seven or eight hundred dollars' worth.

Q. How is it you forgot Mr. Kollman's name?

A. Well, I have just forgotten it; that was all.

Q. What was he—a merchant?

A. Yes, sir.

Q. Can you think of his first name?

A. No, sir.

Q. You do not recollect his first name?

A. No, sir.

Q. Do I understand you to say that you sent him an assorted stock of general merchandise?

A. Yes, sir.

Q. You sent him a certain portion of different kinds of goods—a certain amount of each?

1452 A. Yes, sir; I sent him a different assortment.

Q. Where did you first get acquainted with Mr. Kollman?

A. I had been knowing him in Quincy, Illinois; I knew him about ten or twelve years before I failed.

Q. Had he been engaged in business with you in some way?

A. Not that I know of.

Q. Did he ever clerk for you?

A. No, sir.

Q. Were you very friendly with him?

A. Not very; I was very friendly with his uncle, who died.

Q. What was his uncle's name?

A. Goldenburg.

Q. Where did you know him?

A. In Quincy, Illinois.

Q. Were you very intimate with his uncle?

A. Yes, sir.

Q. This young man Kollman was a nephew of this friend of yours?

A. Yes, sir.

Q. You say you had known him ten or twelve years?

A. Yes, sir.

Q. Were you on good terms with him?

A. Yes, sir.

1453 Q. Did he come up here to buy goods?

A. Yes, sir.

Q. What induced him to come up here to buy goods from you?

A. I don't know, sir.

Q. Did you send word to him to come up here and buy goods?

A. I may have done so. I believe I did. I may have sent word to him that I was selling goods cheap; that I was selling goods cheaper than he could buy them himself. There was some lines of goods I was selling very cheap. There were some goods I got very cheap—at a bargain—and I sold them cheaper than he could buy them.

Q. Well, now, you state you sold these goods to this man Kollman about the same time you sold goods to D. Morris?

A. Yes, sir.

Q. Do you think they were shipped about the same time?

A. I am not certain about the shipment.

Q. What were the marks on those goods?

A. They were marked Kollman, Milliken's Bend.

1454 Q. Are you certain you did not send goods to him from the wharf-boat?

A. I am.

Q. Did you not send some pork from the wharf-boat to him?

A. No, sir.

Q. Did you not send him some flour from the wharf-boat?

A. No, sir.

Q. Did you not send him some meat from the wharf-boat?

A. No, sir.

Q. Did you not send him some tobacco?

A. No, sir.

Q. Nor whiskey?

A. No, sir; the goods that went down to him went out from the store.

Q. Did you not send him a barrel of whiskey?

A. I may have sent him some; I don't know.

Q. Did you not send him two barrels whiskey?

A. I may have sent him them. I had wholesale license. I do not remember how *how* much I sent him. There's records of it.

Q. What did you say the marks were on the goods you sent to him?

A. They were marked Kollman, Milliken's Bend.

1455 Q. How many cases, how many boxes and barrels, did you send him?

A. I don't remember.

Q. Did John L. Martin know of this sale to Kollman?

A. I don't remember if he knows it or not. I think he does. I believe he knew it at the time. I don't know, though.

Q. What became of those goods shipped to Milliken's Bend?

A. I don't know, sir.

Q. Did Kollman have a store down there before you shipped him those goods?

A. I don't know. He may have had two or three.

Q. Had you not been down to Milliken's Bend before he came up here?

A. I had not been down to Milliken's Bend for fifteen years.

Q. Were you not down at Milliken's Bend soon after Kollman bought those goods?

A. Yes, sir; I was there once.

Q. How long afterwards?

A. About four or five months.

Q. Not sooner than that?

A. No, sir.

Q. Where did you stop at Milliken's Bend?

A. I stopped at Mr. Fusts'.

1456 Q. Did you not visit that store at Milliken's Bend quite often?

A. No, sir.

Q. Were you not in Milliken's Bend pretty often while Kollman had that store?

A. No, sir.

Q. How often were you there?

A. I may have been down there once or twice a year.

Q. What has become of Mr. Kollman?

A. I don't know.

Q. Don't you know where he is?

A. No, sir.

Q. When did you lose sight of him?

A. About four years ago.

Q. Have you not heard of him since?

A. No, sir.

Q. Did you not have any interest, directly or indirectly, in that store kept by Kollman at Milliken's Bend?

A. No, sir; I did not.

Q. Did you not claim at Milliken's Bend that Kollman was owing you money?

A. Yes, sir; his uncle owed me money.

1457 Q. When you were at Milliken's Bend did you not claim that Kollman was owing you money, and state that was the reason why you were visiting that store?

A. No, sir; I did not.

Q. Did you not state to any one at Milliken's Bend that the reason why you visited there so much was that Kollman was owing you money?

A. No, sir; Mr. Kollman never owed me a cent that I know of, but his uncle did.

Q. Where is his uncle?

A. He is dead.

Q. When did he die? Was it before or after Mr. Kollman bought those goods?

A. He died about six months ago.

Q. Are you certain you never told any one at Milliken's Bend that you had any interest in that store of Kollman's, and that he was owing you money?

A. Yes, sir; I am certain I did not.

Q. Who else did you sell goods to at that time?

A. I sold to several people. I sold to General Sparrow.

Q. How many barrels did you sell to General Sparrow?

A. I don't remember any more.

1458 Q. Well, about how many was it, ten or twenty or fifty?

A. I don't remember. I have sold to General Sparrow for the last, fifteen years.

Q. Did you not sell General Sparrow a big lot of pork about two weeks before you failed?

A. I may have sold him two hundred and fifty or three hundred dollars' worth just before I failed. I gave Mr. Purdy that money.

Q. Did you sell any to Mr. E. H. Davis?

A. No, sir; I did not sell to Mr. Davis at that time.

Q. What was this that you sold to General Sparrow?

A. Pork.

Q. What else did you sell to General Sparrow besides pork and meal?

A. I don't remember. That is about all I sold him.

Q. Did you sell him any sugar or coffee?

A. Yes, sir; I may have, but I don't remember.

Q. About that time did you not sell S. W. Davis a lot of goods?

A. No, sir.

1459 Q. Did you not sell S. W. Davis a quantity of goods about the time you sold pork to General Sparrow?

A. No, sir; I did not; I tried to sell him, but he and I could not make a bargain.

Q. Did you not sell to Embry?

A. No, sir; Embry wanted to buy on credit and I wanted cash so that I could meet my papers.

Q. Did you not sell General Sparrow these goods at a lower rate than they could have been bought for in St. Louis?

A. No, sir; I did not.

Q. Did you not sell a lot of pork to Nat. Murphy?

A. I believe I did.

Q. At what rate did you sell this pork to Nat. Murphy?

A. I sold it at four bits per barrel higher than it was quoted.

Q. How many barrels of pork did you sell to Nat. Murphy?

A. I do not remember.

Q. Can you give within ten or fifteen barrels of the number you sold him?

A. I don't think it was ten.

Q. What was the aggregate value of the goods you sold to Murphy just before your failure?

1460 A. I do not think it was one hundred dollars; I do not know how many barrels I sold him; I do not think it *it* could have been over ten.

Q. Did you sell him other goods besides pork?

A. No, sir.

Q. You only sold him some pork?

A. Yes, sir.

Q. Did you sell any one any goods to be delivered at the wharf-boat?

A. Yes, sir; I sold Mr. Murphy pork and told him he would

have to haul it from the wharf-boat, as I was not going to pay the drayage.

Q. Is he the only one to whom you sold goods to be delivered from the wharf-boat?

A. I think he was.

Q. Mr. Cohn, did you or not sell goods in transit before they arrived, and to be delivered upon arrival at the wharf-boat?

A. I did not.

Q. Did you ever tell any one that you sold goods that was to be at the wharf-boat within a certain time before they arrived?

A. No, sir.

1461 Q. You never acknowledged that to any one?

A. No, sir.

Q. You never acknowledged to any one that you sold goods in original packages before they arrived?

A. No, sir; I did not.

Q. To whom did you sell goods off the wharf-boat in original packages?

A. I do not know, sir.

Q. You have stated that you sold pork to Nat. Murphy off the wharf-boat?

A. Yes, sir.

Q. To whom did you sell the ballance of the pork and flour?

A. I ordered it up to the store.

Q. Is Nat. Murphy the only man to whom you sold goods off the wharf-boat?

A. Yes, sir.

Q. All the ballance was sold from your store?

A. Yes, sir.

Q. You stated that you changed the marks on the goods before they were sold at the wharf-boat?

A. Yes; that question has been answered before.

Q. What other instances are there of your selling goods

1462 at the wharf-boat?

A. I don't know of any more.

Q. How long has Mrs. Steinhardt been in America?

A. I do not know, sir.

Q. How long have you known her?

A. I have known her about eleven or twelve years.

Q. Has she ever been engaged in the mercantile business?

A. Yes, sir.

Q. Whereabouts?

A. In Hannibal, Missouri.

Q. Did they have a store there?

A. So they say; I never saw it.

Q. How long was she engaged in that mercantile business?

A. They kept store for about twenty-five years.

Q. Where else did she keep store besides Hannibal, Missouri?

A. She told me once she kept it in Leavenworth, Kansas, and in Quincy, Illinois, during the war.

Q. Does she understand mercantile pursuits?

A. Yes, sir; she does. She understands it, but she is not able to attend to it now.

Q. How much money did you have at the time of your failure, Mr. Cohn, in cash?

1463 A. About one thousand dollars.

Q. What did you do with it?

A. I spent it different ways—playing cards, etc.

Q. Did you lend any to Mr. Meyer or John L. Martin?

A. No, sir; I did not; not a cent.

Q. Have you any interest in this litigation?

A. Not that I know of.

Q. Are you wholly unbiassed in your deposition here?

A. Yes, sir.

Q. Do you know the meaning of the word unbiassed?

A. Yes, sir; I do.

Q. Well, then, you had just as soon that the complainants would win as lose this case, would not you?

A. I would rather win it, of course; I would heap rather win it than to lose it.

Q. Do you think your testimony given at this your examination is fair and impartial?

A. Yes, sir; to the best of my ability it is.

Q. Have you ever paid any of these numerous creditors of yours since your failure?

A. Yes, sir; I have.

Q. To whom have you paid the money?

1464 A. To different ones.

Q. Mention them.

A. I have settled with Meyer Brothers in St. Louis.

Q. Were they creditors before you failed?

A. Yes, sir.

Q. Were they related to this Mr. Meyer who was here?

A. No, sir.

Q. How much have you paid them?

A. I have paid them all I owe them.

Q. Have you paid them dollar for dollar?

A. No, sir; I paid them two bits on a dollar; I have paid Brown Brothers, of Vicksburg, Miss.

Q. How much did you pay them?

A. I don't remember.

Q. About how much?

A. I think it was about thirty or forty cents on the dollar.

Q. What was the amount of their bill?

A. I don't remember.

Q. About how much?

A. Maybe seven or eight hundred dollars or five hundred dollars; I don't remember.

Q. What other house did you settle with?

1465 A. The judgments will show; I don't remember now.

Q. How many of your creditors have you settled with at all?

A. Four or five.

Q. You mean besides the two you have named?

A. Yes, sir; I don't remember; some small house in New York that had judgements against me.

Q. Did you pay then dollar for dollar?

A. No, sir; I did not pay anybody since my failure dollar for dollar.

Q. What induced you to pay those creditors in preference to the others?

Q. Well, I paid them because they accepted my proposition; the other creditors would not accept my proposition; if they had I would have paid them.

Q. What proposition did you offer to your creditors?

A. I think it was ten or fifteen cents cash, and the ballance in twelve months, with security.

Q. How much in all was it you offered to pay your creditors?

A. I have just stated.

1466 Q. What per cent. did you offer your creditors after your failure; how much on the dollar did you offer to pay them?

A. I offered to pay them twenty or twenty-five cents on the dollar.

Q. Were you prepared to pay them ten or fifteen cents in cash at the time you made the offer?

A. I think I would have made arrangements to get the money; there were several of my friends who offered to let me have money.

Q. Do you know what it amounted to, this ten per cent. of what you owed at the time of your failure?

A. Well, besides the Newman judgment I could have settled for three thousand dollars all my debts. I do not think it would have taken three thousand dollars to settle with my creditors at the rate I offered to settle.

Q. Well, then, you were willing to give your creditors, outside of S. B. Newman & Co., three thousand dollars, but your credi-

1467 tors would not accept your proposition?

A. Yes, sir; if I could have got the money which I was promised from my friends.

Q. Have you any knowledge what became of these goods you refer to in your testimony?

A. The only knowledge I have is that the sheriff took them.

Q. Have you any knowledge of what became of them when Mr. Collman came up here from Milliken's Bend; did he stop at your house?

A. I think he did; I ain't certain.

Q. Was he there at the time Mr. D. Morris was there?

A. No, sir.

Q. Did Mrs. Steinhardt know anything about these transactions you have detailed here?

A. No, sir; she did not.

Q. Did she know about your selling out to D. Morris?

A. No, sir.

Q. Was not any discussion at your house held in her presence?

A. No, sir; she never interfered about my affairs.

Q. Did she know anything about your selling this stock of goods to Mr. Stockner?

A. No, sir; she did not.

1468 Q. You are certain she did not know anything about these transactions?

A. Yes; I am certain.

Q. Was she aware of your embarrassed condition at that time?

A. No, sir.

Q. You never discussed it in her presence?

A. No, sir; not until I was closed up.

Q. At the time you were selling those goods, were you not contemplating failure in business?

A. No, sir; I sold them for the benefit of my creditors. *Q.* If I had not been closed up when I was, I think, perhaps, I could have paid out.

Q. Did you, at the time you were selling those goods to Mr. Stockner and Mr. Morris and Mr. Collman, contemplate failing or have any impression that you would fail?

A. No, sir; I did not; I did not know that I was going to fail.

1469 Q. Upon what did you predicate your hope of pulling through at the time, considering you had only fifteen thousand dollars' worth of goods on hand?

A. I expected to sell goods and make pretty close collections. I had laid in a pretty good stock of goods. If I could have sold them and made collections I could have pulled thro', but when I found I could not I wrote to Mr. Newman a letter to come up here and close me up. He done so. I told him I did not think I could pull through, and if I had made good collections and paid some of the papers due Mr. Newman would have waited on me, but when I saw I could not pull through I wrote him a letter myself to come up here and close me up, which he did. At the time I was closed up there were about eleven or twelve thousand dollars' worth of debts due me.

Q. What did the notes sell for at the sale?

A. I don't remember. Some brought six bits on the dollar; some four bits, and some nin-ty cents.

1470 Q. Did Mrs. Steinhardt buy these notes at the sheriff's sale?

A. No, sir.

Q. Did she buy the office fixtures?

A. No, sir; she did not.

Q. Who bought them?

A. I do not remember. I think that Mr. Meyer bought the store fixtures, as he was about the only one who neede- them.

Q. Did you induce Mr. Meyer to buy those fixtures?

A. No, sir.

Q. You did not ask him to buy them?

A. No, sir; I did not. Several of the merchants bought different things at the sale. Mr. Meyer and Mr. Murphy bought some.

Q. How long were you working for Mr. Meyer?

A. I don't remember; as long as he kept store here; two or three years.

Q. Is that the first business you went into after your failure?

A. Yes, sir; that is the first work I done.

Q. Were you engaged in working for him when he bought
1471 these fixtures?

A. No, sir.

Q. You were not working for him at that time?

A. No, sir. He bought, I think, the safe and desk belonging to the store.

Q. Did you ever fail before?

A. No, sir. I lost a lot of money in 1878 during the fire.

Q. Mr. Cohn, you say your brother furnished you money to build that house?

A. Yes, sir.

Q. Was not that a part of the money that was coming to you out of the partnership of Alexander Cohn & Co.?

A. No, sir; it was not. He paid me his own money. He did not owe me any money at the time. I believe he gave me a check on Mr. Newman for the money.

1472 Redirect examination.

By Mr. BOATNER:

Q. Mr. Cohn, I will ask you about selling goods on transit. Is it unusual for a merchant to sell goods in that way—to sell goods to arrive; goods that he expects in a few days?

A. No, sir. I have sold many barrels of pork in that way and would get a due bill for the amount.

Q. To be delivered when the goods arrive?

A. Yes, sir.

Q. You have stated you did not make any transactions of that kind during the fall of the year in which you failed?

A. I do not think I did, because I had lots of goods on hand—pork, meal, and flour. We never sold dry goods that way. I just sold meal and pork and flour to be delivered.

Q. Then I understand you to say you object in selling goods that way was to raise money to pay your creditors and raise money to meet present liabilities?

1473 A. Yes, sir.

Q. How long have you been doing business with Newman?

A. Eight or ten years.

Q. Were your relations with that house friendly?

A. Yes, sir; the old man was a particular friend of mine. He never asked me for anything that he did not get, and I never asked him for anything I did not get.

Q. Would the house give you reasonable accommodation when you asked for it to carry on your business?

A. Yes, sir; they always did.

Q. What was the standing of that house of S. B. Newman & Co.?

A. About that time they were pretty shaky. They failed right after I did.

Q. Up to the time of their failure were they not considered a very strong house?

A. Yes, sir; a very large house.

Q. Is that a Jew or gentile house?

A. They were gentiles.

Q. Do you know where Mr. Manfred Meyer is now?

1474 A. He is in New Orleans.

Q. Do you know in what business he is engaged in?

A. In the wholesale hat business.

Q. What is the style of the firm?

A. I think it is Lendaner & Meyer.

NOTE.—Taking testimony in this case is closed until further notice, by consent.

NOTE.—Counsel for defendants Mrs. Steinhardt objects to the use of such testimony of Cohn on cross-examination as refers to any transactions had by him prior to his failure on the ground that this testimony relates to matters in which she had no concern and in which she was not a party and is therefore inadmissable as against her.

1475 MAY 23, 1887.

SIMON COHN recalled and direct examination by Judge WYLY:

Q. Mr. Cohn, have you sought to suppress testimony or used your influence to prevent a fair statement of facts in this case being brought out?

A. I did not, sir.

Q. Have you procured any one for friendship or remuneration to aid you in suppressing testimony in this case?

A. No, sir.

Q. Do you swear that you have not caused any one to attempt to suppress testimony?

A. I do not swear, because I am under oath already. I do not swear to each question, because I am under oath all the time, but I do say that I have not sought to suppress testimony either one way or the other.

Q. Have you caused your friends to influence witnesses or try to suppress testimony?

1476 A. I have not, but I have heard that Judge Wyly has, and I heard that he asked persons if they could not aid him to help him get testimony in this case against Simon Cohn. This statement I can make under oath and can prove it.

Q. Have you put any spies out to ascertain what plans were taken to procure testimony in this case?

A. I have not, but I heard that Judge Wyly had spoken to some persons and asked them to help him to get testimony. I heard that he was trying to get old telegrams that I sent off several years ago.

Q. Will you tell the name of those friends who told you that?

A. I heard Mr. Jason Hamilton say so. He told me in the presence of Phil. McGuire that Judge Wyly has come to him and offered to employ him to manufacture testimony and aid him in this case; that you told him you was willing to pay him a fee, but that he refused to do the work.

1477 Q. When was it that Hamilton told you this?

A. I don't remember; a few days ago; before Mr. Purdy had come here to give his testimony.

Q. Who told you that Judge Wyly was trying to get old telegrams?

A. No one told me, but my servant found a note in the back yard and brought it to me; a note stating that I had better see the telegraph operator, as he was looking up old telegrams for Judge Wyly that I had sent several years ago. The note was not signed by any one and I can't say who wrote it. I went to the telegraph operator myself, and he did not deny he was looking up dispatches that you had asked him to look for. I came to the president of the company and told him to look into the matter. That was V. M. Purdy. He has possession of that paper now, I believe. It must have been a friend of mine who wrote the note to put me on my guard. I don't know who did so, though.

1478 Q. You stated that you had been told that Judge Wyly was trying to get hold of old dispatches?

A. Yes, sir; I do not know who it was that told me. The note was sent to me and it was not signed. I did not recognize the handwriting and I have not been able to find out who wrote it.

Q. Then you have no knowledge of your own about the fact that you stated; about being told that Judge Wyly was trying to get hold of dispatches?

A. I have no knowledge who the person is. I am satisfied, though, in my own mind that such is the case, but I have no personal knowledge as to who signed the note.

Q. But you have made direct charges that some one told you that Judge Wyly was trying to get hold of some telegrams. I will ask you upon what information you base that charge?

A. Well, when Judge Wyly went to the telegraph operator and asked him to hunt it up.

1479 Q. Have you any personal knowledge that the telegraph operator did hunt up those telegrams?

A. I have no personal knowledge only from the note.

Q. Can you produce that note?

A. I can—that is, if Mr. Purdy has got it. I told him to keep it.

Q. It was an unsigned paper?

A. Yes, sir.

Q. Did it alarm you very much?

A. No, sir; it did not, but I did not think that was the way to pry into another person's business.

Q. If you were an impartial and fair-minded witness, why should you care about anonymous communications to you stating that efforts were being made to get testimony?

A. Well, I think I did care, as I am interested. I did not like the way in which it was done.

Q. As an honest man, why should you try to defeat your creditors, refusing to pay them for the goods they sold you?

1480 A. I am not trying to defeat my creditors. I have paid them all I had to pay them. I am willing to pay them more if I had it, but I am not willing to see Mrs. Steinhardt's money that she has worked for so hard for so long a time go to pay any debts.

Q. I understand you to say that you preferred to be supported in idleness off Mrs. Steinhardt's money rather than that your honest debts should be paid. How is this? Explain it.

NOTE.—Objected to upon the ground that it is irrelevant and has nothing to do with the case.

A. Mrs. Steinhardt is not supporting me in idleness. I am working for her. I have been in business for fifteen years and have owed twice the amount of money to S. B. Newman & Co. that I did now and have paid them. My intention always was to pay my honest debts as long as I had the money to do it with. I have been

1481 in business fifteen years and this is the first time I failed. Everybody is liable to fail sometimes. It happens to any man in business. I was burned out here a few years ago and lost a good deal of property. I lost about twenty-five thousand dollars. That helped me to fail this time, too.

Q. Why is it that when you are asked a simple question you propose to make a long apology for having failed in business?

A. Because I want to show to the court that I am not such a big fraud as Judge Wyly makes me out. He is proceeding against me like I was the big-est fraud in the United States.

Q. You seem to be exasperated by the question I have asked you. Why is this?

A. I don't think I am. I don't know what exasperated means. I try to answer the question to the best of my ability and as well as I know how to.

Q. Well, then, why have you gotten offended with Judge

1482 Wyly? He is nothing more than an ordinary counsel in the case, representing his clients.

A. Because Judge Wyly has taken such proceedings in this case that no lawyer ought to do, trying to get witnesses against Simon Cohn.

Q. Who is it that told you that Judge Wyly was trying to get witnesses against Simon Cohn?

A. Well, friends came to me and told me.

Q. How many friends have you engaged in watching Judge Wyly's proceedings? Now, please give me the names of those friends.

NOTE.—Objected to upon the ground that it is irrelevant and has nothing to do with the case.

A. I have not got friends engaged in watching Judge Wyly, only

they come to me and tell me that they find out what Judge Wyly is after. They come to me and tell me what he is doing.

Q. Will you mention the names of those friends who have given you this information?

1483 A. I have stated before that Jason Hamilton was one. He gave me information about the dispatches.

Q. What other friends and informers have you who you say have given you information as to what Judge Wyly is doing in this case?

A. I don't know. I have not got any.

Q. But you say when you got the anonymous note that you went to the telegraph?

A. Yes, sir; I did.

Q. What did you say to him?

A. I did not say much. I don't remember exactly what I did say except that we had no right to tell about other people's business in the office.

Q. And you gave that note, you say, to Mr. Purdy, president of the company?

A. Yes, sir; I did. I told him he had no business and no right to give up any telegrams; that that was private business.

Q. If you are an honest witness why did you object to these
1484 telegrams being given up, if they were? Why do you seek to hinder counsel from making out his case?

A. I have no objection to the counsel making out their case, but I am offended at the way they go about it, in trying to manufacture testimony against me. I do not object to any fair testimony against me. I do not object to any fair testimony they can get against me, but I do not like the way they hunted it up.

Q. If you are a fair witness what objection have you got that your business telegrams should be brought into court? What possible objection can you have to all the facts in the case being brought out, so that a résumé of the facts and circumstances of the case might be brought before the court.

A. Well, there is a right and wrong way of doing things. If Judge Wyly wants to take the telegrams into court I have no objection, but he must go about it in the right way. Get an order of the court, then I have no objection.

1485 Q. If you are an honest witness, and impartial witness, why have you such a great dread that your letters or your telegrams — into court?

A. I don't know that I have got any dread. I have no dread about it. I have not got a bit, and as long as he does right I have no objection to the testimony he can get.

Q. If you have no dread of your telegrams being brought into court why did you apply to the telegraph operator and speak to him about giving up your telegrams? Why did you take an unsigned letter that you say was thrown into your yard and carry it to the president of the telegraph company and urge him to use some restraint against the operator and prevent him from giving up those telegrams?

NOTE.—Objected to upon the grounds previously urged,
1486 and also upon the ground that the question has been repeated several times and has no connection with this case.

A. I have no animosity against the operator, but I took the note to the president of the company to show him what kind of a man his operator was and that the man is not worthy to be in the telegraph office, and that he ought to be out of it. The dispatches he was hunting up were sent long before he came here, and the telegraph operator has no right to give up any telegrams. I know that Mr. Constant, the superintendant of the line, would not have allowed any such thing to go on in his office. I told the president that as far as I was concerned I did not care a cent about it, because there was nothing there that could injure me, but I thought it might injure some other parties, because if he would give up one
1487 dispatch he would give up others.

Q. Upon what evidence did you base your grave accusation against this operator?

NOTE.—Objected to upon the ground of irrelevancy.

A. Upon the note which I found in my yard, and after I went there he did not deny it. This shows he must have been guilty, and he turned all sorts of colors when I showed him what was in the note, and Judge Wyly and he seemed to be big friends.

Q. If you were not spying around how did you happen to find out that he and Judge Wyly were big friends?

A. Because from the way he was doing, and because from what the note said, and because I had seen Judge Wyly come in the office frequently. I had seen him in the back part of the office. They seemed to be whispering back there together.

Q. How did you know they were whispering?

1488 A. Because I seen them talking myself. They were pretty close together.

Q. How far is the operator's desk from the door of that building?

A. I don't know; not far; the whole building is not more than ten or fifteen feet in length.

Q. Where were they sitting when you saw them whispering?

A. I don't know they were whispering, but I thought so.

Q. Are you certain that they were whispering or talking?

A. If they had been talking I could have heard what they said, and I could not hear a word.

Q. Were you trying to overhear the conversation?

A. No, sir; I was not.

Q. You would have overheard it if you could, wouldn't you?

A. Well, that altogether depends upon what the conversation was. Sometimes in listening to a conversation a man hears things he did not like to hear.

1489 Q. How did you know that Judge Wyly was telling or saying anything about your dispatches?

A. I did not say that I knew it. I did not know what they were talking about. They may have been talking about churches; I

don't know. It is impossible for me to say what they were talking about, as I did not hear them.

Q. Is it anything strange for a citizen who has business to telegraph that he should go and talk to the operator about it?

A. No, sir.

NOTE.—Objected to upon the ground that the question has no bearing upon the issues involved in this case.

A. No, sir. I used to see Judge Wyly going in there often in the telegraph office; it looked to me very much as if something was up. I also noticed one day his walking up to the telegraph operator on the street and taking him by the arm and talking to him.

1490 Of course I noticed everything I could see that happened between Judge Wyly and the operator.

Q. I understand you to say that your suspicions were thoroughally arroused?

A. Well, they were arroused as much as he could arrouse them, but he did not arrouse them so much as he thinks he did. They can't be arroused so quick, but I was watching Judge Wyly, as I thought he was up to some of his tricks. After a man finds out once that another man is up to some tricks he would be on the lookout for him, and that was the way it was with me.

Q. You seem to have kept a very vigilant lookout as to what happened and passed between Judge Wyly and the operator. How often have you seen the operator and Judge Wyly together?

A. I don't know, sir; but I had not been on the lookout much until after I found that note in my yard.

Q. Did you think the jig was up at that time?

1491 A. No, sir; I did not. There's no jig about it.

Q. You felt a good deal alarmed, didn't you?

A. No, sir; I did not. If Judge Wyly had come to me and told me that he wanted the dispatches I don't know but what I would have given them to him, but I didn't like the way in which he was trying to get them.

Q. Who told you that Judge Wyly wanted your dispatches or that he was even discussing the question of getting them?

NOTE.—Objected to on the ground heretofore urged.

A. Well, sir, I found out from the note that was thrown into the yard.

Q. Did you make any charges against the operator?

A. I did not.

Q. Did you go to the president and make complaint?

A. I did not make complaint. I just told him to look up the matter and see about it.

Q. Did you tell him that the operator had given your telegrams to Judge Wyly?

1492 A. I did not; because I did not know that he had done it. I just showed him the note and told him to look the matter up.

Q. Did you tell him to remove the operator?

A. I did not.

Q. Did you recommend him to do so?

A. I did not, but I told him the young man was not the one for the office; that if he would give up one telegram he would give up others, and that he had no right to do anything of that sort.

Q. Then I understand you to say that all the evidence that you had to sustain the grave charge which you have made against the operator consists in an anonymous letter which you say was thrown into your yard and was not signed, and that you saw Judge Wyly on the street engaged in conversation with the proprietor. Is that all the evidence you had?

NOTE.—Objected to by the counsel for the defendants upon the ground that the court is not trying the operator, nor has
1493 the operator any interest in this case, and that the testimony sought to be elicited is whol-y irrelavant.

A. I never made any charge against the reporter; I only showed the note to the president of the company.

Q. Are you perfectly willing, Mr. Cohn, that complainants should have every opportunity, every honest opportunity, and use all proper means to make out their case?

A. I am willing for them to have all testimony and all facts they want, but they must get it according to law and not sneak around trying to get it in an underhand way; that is the only objection I have.

Q. Hav'n't you used your influence in this town to keep witnesses from giving fair and impartial testimony before the commissioner in this case?

A. I have not, sir.

Q. Didn't you endeavor to persuade J. O'Brien not to stay here and give his testimony?

A. I did not, sir; but I know that Judge Wyly tried to
1494 pump him and three or four parties, because he told me so himself.

Q. How is it that if you have not been spying out or had spies employed that you could find out all that Judge Wyly had been doing?

A. Well, my friends came to me and told me what Judge Wyly is doing. If they find out anything that they think would interest me they come and tell me about it.

Q. Then you have arranged with your friends to get all the information you think would benefit you in this case?

A. I have not made arrangements with any of them. If they know something they think will interest me or I would like to know they come and tell me, but I have made no arrangements with any of them.

Q. Hav'n't you been in strict attendance at the examination of all the witnesses before the examiner in this case?

1495 A. I believe I have.

Q. Hav'n't you sat by and watched the witnesses while they were giving their testimony?

A. I have sat by here; yes. I wanted to hear what they had to say. I wanted to find out what they knew about the case.

Q. Well, it has interested you so much, hasn't it, that you have been a very close observer of all that has taken place; that you have paid very close attention to all the testimony that has been given by the witnesses summoned in this case before the examiner, hav'n't you?

A. Well, I am interested that much that I did not like to see my mother-in-law lose her property to pay for my debts.

Q. Hav'n't you used great influence to defeat a fair investigation on the part of complainants in this case?

A. I have used no influence at all one way or the other.

1496 Q. Why is it, then, that you have manifested such an interest in this case when you say you have no interest in it?

A. Well, of course, I have got an interest in it. I would rather win than lose, and I do not like to see the old lady's property taken to pay my debts, as all I have got to live on is what I make out of the old lady, working for her.

Q. Who else (besides yourself) has used any efforts to obstruct complainants in their efforts to make out their case?

A. I don't know that I have obstructed them at all.

Q. Who has employed all the lawyers to defend this case?

A. Mrs. Steinhardt, by her agent, Simon Cohn.

Q. Have you not manifested a great deal of anxiety about this case?

A. I have not.

Q. Are you totally indifferent to the results of this trial?

A. I am not; no, sir.

1497 Q. Have you consulted lawyers yourself about this case?

A. I have, sir.

Q. Did Mrs. Steinhardt ever consult lawyers about this case?

A. I don't think she has. She only saw Colonel Boatner.

Q. Have you not had the management of this case on the part of defendants?

A. I think Colonel Boatner has the management.

Q. I mean so far as the defence is concerned.

A. Col. Boatner was employed by Mrs. Steinhardt through me as her agent.

Q. Have you not yourself employed all the counsel in the case and taken an active hand in the defense?

A. I have as agent for Mrs. Steinhardt. She does not understand the case at all; did not know anything about it, and I attended to it for her.

Q. What business does Mrs. Steinhardt pursue in this town?

A. She keeps a saloon and restaurant.

1498 Q. How is it that she is not able to understand anything about the arrangement and management of this case that she is able to car-y on a saloon?

A. She is not able to do it. I, as her agent, do it for her. She is not able to work and run around.

Q. When did she begin the saloon business?

A. January 1st, 1887.

Q. What induced her, in her fe-ble condition that you have described, to embark in the saloon business in the town of Lake Providence?

A. I told her I thought she could make more money in that business than she could in any other or than she could in the one she was in before, as in that business she had to keep a book-keeper. In this business she did not have any book-keeper, as it is a cash business. I told her there was good money in it for her. She went into the business at my request.

Q. Do you swear that you have no personal interest in that business?

1499 A. I have no personal interest in it.

Q. Do you swear that you have no capitol invested in it?

A. I have no capitol in anything.

Q. Have you no money or property?

A. Not that I know of.

Q. Can you say that you have not a dollar of your own in the world?

A. I may have two or three; I don't know how much I have got.

Q. When did Manfred Meyer open a store in Lake Providence?

A. I don't remember any more; I think it was in 1880.

Q. What month in 1880?

A. I don't know, sir.

Q. Was it in the summer or fall?

A. I don't know, sir.

Q. Have you no means of knowing?

A. Well, I can go to the trouble to find out. Mr. Egelly had the house for rent.

Q. Did not you lease the house from Mr. Egelly for Mr. Meyer?

1500 A. I did not.

Q. Did you speak to Mr. Egelly about the house for Mr. Meyer?

A. I did not.

Q. Do you swear that you did not have any conversation with Mr. Egelly in regards to the lease of that house for Mr. Meyer?

A. I do not swear to every question; I am under oath all the time.

Q. Where did he get the goods to put in that store?

A. I don't know; it was none of my business to find out.

Q. Do you swear you do not know anything about the goods that were taken to this store?

A. I don't know anything about it.

Q. You swear he never received any goods from your store?

A. I don't know; that is the best way to get at it.

Q. How long after he rented the store before he opened up his stock of goods?

A. I don't know.

Q. Who brought the goods to the store?

1501 A. I don't know anything about Mr. Meyer's business; I had nothing to do with it.

Q. Who was his drayman?

A. I don't know.

Q. Who did he have for clerks after he opened up his store here?

A. I do not know, sir.

Q. Did you say that you do not know who any of the clerks were that he had while he had a store in town here?

A. I did not say any such thing. You are trying to get me confused and putting in all sorts of answers for me. I did not say any such thing as you say I said. I said I did not know who his clerks were when he opened up here.

Q. Do you swear that Manfred Meyer did not get all the carpets from your store that he op-ned up with here on Lake street?

A. I want to know what all this testimony is for. I am under oath all the time and what I say is true.

Q. Do you refuse to answer my last question?

1502 A. I won't answer the question until I know whether I am a sworn witness or not. I think I was sworn.

Q. Did you order your clerks to send by Wash. Stuart dray goods from the brick store to Manfred Meyer's store?

A. No, sir; I did not.

Q. Do you swear that neither you nor your clerks sent any goods any time from your store to Manfred Meyer's store?

A. I cannot swear for my clerks, but I can swear for myself that I did not send any goods from my store.

Q. Why is it you cannot state whether or not your clerks or employees sent any of your goods to Manfred Meyer's store?

A. They did not do so to my knowledge. If they did I did not know it.

Q. Are you certain that no goods ever went from your store to Meyer's store?

A. I am certain that no goods went that I know of or that I have any recollection of and I never heard of any goods going there in the night-time.

1503 Q. When and how did goods go from your store to Manfred Meyer's store?

A. Well, I don't know how they went. They may have gone in drays or in wagons or in small packages. I don't know how they went, if they went at all.

Q. Do you swear that there was not in Manfred Meyer's store any goods of any kind which had been ordered here by you?

A. Yes; I do.

Q. Where did those goods come from that were in Meyer's store?

A. I don't know. I think the best thing that Judge Wyly could do would be to put Meyer on the stand. Then you could find out where he got his goods.

Q. Do you swear that you did not send or your clerks did not send any whiskey from your store to Meyer's store?

A. Yes, sir; I do, because I know Manfred Meyer never sold a drop of whiskey while he was in that store. I will swear to that positively.

Q. Are you positive of that?

1504 A. While I was in that store he never sold a drop of whiskey. The licence would show that. The records would show whether he had a whiskey license or not.

Q. Did he have a whiskey license?

A. No, sir; he did not. I don't think he did.

Q. Are you positive?

A. I am not. He may have had a whiskey license while he was keeping store out there.

Q. How is it that you are so positive that Meyer never sold any whiskey in that store and never had a whiskey license the whole time you were in there when you say you did not know anything in regards to his business and you do not know who clerked for him while he was here? Please explain.

A. I remember that because he used to go down to my place to drink. That is why. If he had had any whiskey in his house he would not have gone to my house to drink.

1505 Q. Why is it that you say that Manfred Meyer while he was keeping store in Lake Providence did not keep any whiskey license in there, but went to your store to get a drink when you had failed and had no store in Lake Providence at that time? Please explain.

A. I don't think I had failed when Meyer came here. I remember I had a store when he came here; I remember that well.

Q. How is it you have stated he never sold any whiskey in his store?

A. Well, because I know he did not.

Q. Do you remember it because he came to your place to get his whiskey when you know you had failed and had no store?

A. I do not think I had failed when Meyer came here.

Q. Did you continue to keep store or bar-room all the time Meyer kept store here?

A. I did not, sir.

1506 Q. How is it, then, if you did not have a store that you say he came to your store to get a drink?

A. I did not say when he came. I suppose when I was closed up he could not come. I mean when I had a store; then he used to come.

Q. What impressed the fact upon your mind so strongly that he did not sell whiskey in his store when you cannot recollect the name of any of his clerks?

A. Well, I know he never kept any whiskey in his store. I am positive he never did.

Q. Does your information justify you in swearing positively that Meyer never sold any whiskey in the store he opened here on Lake street?

A. Yes, sir; I can prove it by other persons in town.

Q. How is it that you can remember this so positively and you

cannot say who his clerks were or who his drayman was or where his goods came from?

A. I answered that once before.

Q. Do you refuse to answer that question?

1507 A. That is my answer. It is done already.

Q. How is it you can remember so positively and distinctly as to the business portion of Mr. Meyer's store and you cannot remember anything about the clerks in that store?

A. I don't know. A man can remember some things, and some things he cannot.

Q. Can you remember who the clerks were for Meyer?

A. I know Mr. Fisher was clerking there.

Q. What time?

A. I don't know, sir.

Q. When he op-ned?

A. I believe so.

Q. When did Mr. Fisher come to this parish?

A. I don't recollect exactly.

Q. Did he come here with Manfred Meyer?

A. I don't know.

Q. Did he come before or after Manfred Meyer came?

A. I cannot tell.

Q. Where did Manfred Meyer come from?

A. I don't recollect exactly. He was at Hard Times Land-

1508 ing the last time I heard of him. I don't know whether he came from Hard Times here direct or not. I did not hear of him for several months.

Q. What was his occupation in Tensas parish before he came here?

A. He was clerking, as they say.

Q. Who was he clerking for?

A. A. Cohn & Co. or A. Cohn; I don't know which.

Q. Who was the other member of the firm of A. Cohn & Co.?

A. I don't know, sir. I think it was Morris.

Q. D. Morris?

A. I think so, but I don't know if he was interested in that store or not.

Q. Was D. Morris in that store the same year you and your brother were there in business?

A. No; not in the store. He was in the neighborhood.

Q. Mr. D. Morris was a member of the firm of A. Cohn & Co., wasn't he?

A. Yes, to the best of my recollection. I am not positive.

Q. What position did Manfred Meyer hold in that store before he came here?

1509 A. I think he was clerk there. He was book-keeper or he was clerk.

Q. Well, what was he, clerk or book-keeper?

A. I don't know. He was a little of everything.

Q. When did he leave there?

A. I do not know, sir.

Q. What induced him to leave there?
A. I do not know, sir.
Q. What relation is A. Cohn to Simon Cohn?
A. He is my brother.
Q. How is it that you cannot remember what position D. Morris held in the store of your brother?
A. Well, I don't know, sir.
Q. Were you well acquainted with Manfred Meyer?
A. No, sir; I never seen him three times in my life before he came here.
Q. Well, after he came here?
A. No; nor after he came here neither.
Q. Were you not intimate with him?
A. No; at first I was not stuck on him.
Q. Afterwards did you not become very intimate with him?
1510 A. No, sir; I am not very intimate with anybody in town.
Q. Did you have any business relations with him?
A. Yes, sir.
Q. What business relations did you have with him?
A. I think I sold him like I did to anybody else.
Q. When did you sell him those goods?
A. I don't remember.
Q. About what time did you sell him those goods?
A. It must have been 1880.
Q. Before you failed?
A. I may have sold them after the failure. I do not know when it was. I could not have sold them after the failure. That is one thing certain.
Q. Didn't you give him some goods to open his store with?
A. No, sir; I did not.
Q. Didn't your brother know that Manfred Meyer was comind up here to open this store?
A I do not know whether he did or not.
Q. Did you ever write a letter suggesting that Meyer come up here and open a store?
1511 A. No, sir.
Q. Do you know anything about a letter that was writ-en desiring Manfred Meyer to come up here to Lake Providence and open a store?
A. No, sir.

NOTE.—Objected to upon the ground that the business of Manfred Meyer has nothing to do with the issues involved in this case.

Q. Do you swear that you do not know anything about any letters or telegrams that were sent to Manfred Meyer urging him to come up here and open store?
A. Yes, sir; I do.
Q. Do you know anything about a letter or letter or telegram saying you were in distress and desiring Meyer to come up here?
A. No, sir.

Q. Do you swear that you did not know that?
A. Yes, sir; I do.
Q. Were you never in distress since you have been in this town?
1512 A. No, sir; not until I failed; not before that. Before that I was almost always able to meet my debts.
Q. When did you fail?
A. In 1880.
Q. What time?
A. I think it was before Christmas. I ain't certain.
Q. How lond did you contemplate failure before you failed?
A. I believe at the end of the week before I was going to fail. I wrote to Newman to come up here. I did not think I would fail then even.
Q. Did you continue to sell goods after you knew you were going to be sold out?
A. Yes, sir; I sold out up to the moment I failed.
Q. What did you do with the money you received from the sale of the goods you made when you knew you were going to fail?
A. I paid some money on account of my debts. I also paid two or three confidential debts in town. I paid Mr. Purdy his freight bill last month before I failed, and the balance I kept to live
1513 on. I don't remember how much it was, but it wasn't much. I kept this money to live on until the old lady should go into business. I paid Katchenstein something.
Q. How much did you pay him?
A. I think it was one hundred dollars; I am not sure. I think I paid A. Lehman & Co. in New Orleans. I sent him some money a short time before I failed.
Q. How much did you send him?
A. I don't know; one hundred dollars or one hundred and fifty; his books will show.
Q. Mention what other debts you paid with the goods you sold after you knew you were going to fail.
A. This is all I paid—those two and those confidential debts in town; people from whom I borrowed money and bought cotton.
Q. What was the name of those people?
A. Philip McGuire, Vincent Gargaro, and John Spinnetti.
Q. How much did you pay Philip McGuire?
1514 A. All I owed him.
Q. How much was that?
A. Four or five hundred dollars.
Q. How much did you pay Gargaro before you failed?
A. I think it must have been one hundred or two hundred dollars; a couple of hundred.
Q. About how much did you pay Spinnetti?
A. I don't remember. I know the last time I got money from him I think it was about five hundred dollars or four nin-ty.
Q. Was that just before the failure?
A. Yes, sir.
Q. Where does Tony live now?

A. The last I heard of him he was in Arkansas City.

Q. How much in all did you pay after you knew you were going to fail?

A. I don't remember exactly; eleven or twelve hundred dollars.

Q. Are you certain it was not more than that?

A. Yes, sir.

Q. Are you certain you did not pay anything to any other persons except those you have mentioned?

1515 A. I don't remember. It was six or seven years ago.

Q. Do I understand you to say you had no bills due when you failed?

A. There may have been some bills, but there were none due; there was none went to protest before my failure.

Q. Are you certain you had no notes past due prior to your failure?

A. Yes, sir; there were some bills due.

Q. What were they?

A. I don't remember; they were all open accounts. I don't remember how much they were or what they were.

Q. Did you pay Charles Moss & Co. anything up to the time of your failure?

A. I think I paid Charles Moss & Co. before my failure.

Q. Why was it that you paid this firm of M. Loeb & Co. after you knew you were going to fail?

A. Well, he wanted to close me up, and by my promising to give him one hundred dollars he promised to give me time for me

1516 to make arrangements with Mr. Newman. That was just before Christmas that I sent him the money. I gave him this one hundred dollars so as not to be closed up. I did not fight Newman's judgement at all when he closed me up; on the contrary, I helped them and also confessed judgement in their favor.

Q. Did you ever give your creditors anything else except a confession of judgment?

A. I have settled with two or three of them since my failure.

Q. Who did you settle with?

A. Brown Brothers.

Q. Who else?

A. Meyer Brothers, St. Louis. I settled with some firm in the East a small amount. I don't remember who it was.

Q. What induced you to settle with those creditors and not settle with the balance?

A. Because I was not able to do it. I offered the same to them, fifty cents on the dollar, and my creditors—a good many of

1517 them—were not willing to accept my terms. I told them afterwards that I would settle with them dollar for dollar.

Q. How much money did you pay over in all to those creditors you refer to?

A. Two or three hundred dollars, I think; I settled with some of them for ten cents and some for five cents on the dollar.

Q. Thus far you have paid to your creditors between two and three hundred dollars?

A. Yes, sir.
Q. That has all been paid since your failure?
A. Yes, sir.
Q. Do you think two or three hundred would cover the total amount you have paid to your creditors since the failure?
A. Yes, sir.
Q. How much have you paid to other parties who are not your creditors?
A. I have not paid any.
Q. How much did you pay to your clerks?
A. I paid them before I failed.
Q. How long before?
A. A few days; I don't know.
Q. Did you pay them any bill?
1518 A. I think so, sir.
Q. Who were your clerks at the time you failed?
A. John Martin and Louis Leddy.
Q. Any other clerks?
A. I don't remember; I think that was about all.
Q. What department in the store did Leddy occupy?
A. No special department; when a customer came in the store the clerks would wait on them.
Q. What department did Meyer occupy?
A. No special department.
Q. Who was your book-keeper?
A. I had no book-keeper; John Martin kept the set of books that I had; I never kept a regular set of books.
Q. Was he your cashier and book-keeper?
A. Yes, sir.
Q. You were not, then, cashier and book-keeper?
A. No, sir; I cannot read and write.
Q. You sign your name?
A. Yes, sir; in English.
Q. Would you recognize your signature were you to see it?
A. Yes, sir; I believe so.
Q. Is that your signature?
1519 A. No, sir.
Q. Is that your signature?
A. No, sir.
Q. Is that your signature?
A. No, sir; it is not.

NOTE.—Showing witness three signatures.

Q. Who signed that S. Cohn, agent?
A. I don't know, sir.
Q. Do you swear that this is not your signature to the document I have shown you?
A. Yes, sir; because I make two dots between S. & C.
Q. Up to the time of your failure who was in the habit of writing your business letters?
A. John L. Martin wrote them.

Q. Do you recognize his handwriting?
A. I believe I do.

NOTE.—Showing witness a paper.

Q. Who else was in the habit of attending to your letter-writing or business letters?
A. Well, first one, then another; I did not have any particular person.

Q. Do you understand book-keeping in any language?
1520 A. I do not understand book-keeping.
Q. Do you write German?
A. I do, some.
Q. Are you a German scholar?
A. No, sir; I write it and read it.
Q. Can you read German fluently?
A. No, sir.
Q. Can you read German handwriting?
A. That all depends upon how it is written.
Q. Can you keep a set of books in German language?
A. No, sir; I never kept any books myself.
Q. Are you not capable of keeping books yourself? You had to depend upon some one else to keep your books?
A. Yes, sir.
Q. You simply signed your name and got other people to write your letters for you?
A. I did not write the letters myself only to my stepmother in New York.
Q. Didn't write any other letters?
A. No, sir; no use in my writing them; could not read them.
1521 Q. Who was your drayman when you ran your store?
A. Wash. Stewart was one of them.
Q. Who else?
A. I don't know. I believe I had a dray of my own.
Q. Who drove your dray—what was his name?
A. I cannot tell you.
Q. What has become of Wash. Stewart—where is he now?
A. I don't know, sir.
Q. You swear you cannot tell where he is?
A. I don't recollect what became of him.
Q. Who hauled goods to Manfred Meyer's store—what drayman?
A. I don't know, sir.
Q. Who do you think hauled them?
A. I don't know, sir.
Q. Have you any knowledge where the goods came from that were put into that store?
A. I have not, sir.
Q. No knowledge whatever?
A. No, sir.
Q. Do you know who has any knowledge on the subject?
A. I do not, sir.

1522 Q. Do you deny under oath that the carpets that were in the store on Lake street were taken to Manfred Meyer's store?

A. I do not understand that question, Judge.

Q. Do you deny under oath that the carpets that you had in that furniture store under the old Firemen's hall were not taken from there and put in Manfred Meyer's store?

A. Yes, sir; I do deny any such thing. The carpets I had in the furniture store were sold at sheriff's sale and bought by Nat. Murphy. He bought some of them.

Q. Who bought the balance?

A. I don't know, sir; but Meyer, I know, bought some of them.

Q. Did anything go out of that store over to Meyer's store?

A. I expect he may have bought some things. I was not there at the time.

Q. What goods did he buy?

A. I don't know, sir. I said he might have bought some.

1523 Q. Did Wash. Stewart ever take a dray-load of goods from your store to Manfred Meyer's store?

A. No, sir; I don't know whether it was a dray-load or not. I know he got some goods. I always sold him some goods. I sold some goods that were taken to Pittman's store. I took some down to Kennedy's house. I sold him some once.

Q. How long after Meyer had opened store here that you sent him those goods on Wash. Stuart's dray?

A. I don't know, sir.

Q. How often did you send him goods by that dray?

A. I don't know; as often as he bought.

Q. Did you ever assist Manfred Meyer in any manner or shape in conducting that store?

A. Not that I know of.

Q. Did your clerks ever allow Manfred Meyer to carry off goods from your store?

A. I think not unless he paid for them.

Q. Did you ever send any goods out of your store in the nighttime by Wash. Stewart's dray?

1524 A. No, sir; never.

Q. Well, then, how did the goods get from your store to Manfred Meyer's store?

A. Well, if he got any at all they were taken in the daytime. I never had any night business. I never kept open in the night.

Q. How was it this Mr. Manfred Meyer opened a store out there when no goods were received by him at the wharf-boat?

A. I don't know whether he received any goods or not; Mr. Purdy never said so. I did not hear Mr. Purdy say that he never got any goods for Mr. Meyer.

Q. Did you ever know of his having got any goods from the wharf-boat?

A. I do not.

Q. How is it that you were so intimate with him as to enable you to swear that Manfred Meyer never sold any liquor in his store, at the same time you were so ignorent as not to know what freights—

what goods—were shipped from your place to different points? Please explain this, if you can.

1525 A. I think common sense would teach anybody that a man may know one thing and may not another. Because a man knows one thing it is no reason that he should know everything about another man's business. I know that Manfred Meyer used to go up in town and come to my house to get his drinks and that is one reason I say I know he never kept any liquor in his store.

Q. What was the average value of the stock he carried in his store?

A. I don't know. I never took stock in his store.

Q. But you have been in his store?

A. Yes, sir.

Q. You have been employed as a clerk in his store?

A. Not in the store you are alluding to. I was not a clerk in the brick store. After it was sold out by the sheriff then I clerked for Manfred Meyer.

Q. You say the store that he first opened here in Lake Providence?

1526 A. Yes, sir; certainly.

Q. You were in there frequently?

A. Not often. I was not in there very often.

Q. What amount of stock did he have in that store?

A. I think between two and three thousand dollars.

Q. Wasn't the store pretty well filled?

A. No, sir; not when he first came here.

Q. What means did Mr. Meyer have?

A. I do not know anything about his wealth.

Q. You cannot tell what means he had to operate his store?

A. No, sir.

Q. Do you know of his having any means?

A. I do not know it myself. I heard he had a couple of thousand dollars.

Q. Who is it that you heard that from?

A. Mr. Meyer himself and my brother.

Q. What induced you to go clerking for him?

A. Well, I had nothing else to do. He paid me a good salary and I would work for anybody that pays.

1527 Q. What salary did he pay?

A. I don't know that as counsel that is any of your business what he paid me.

Q. What salary had your brother been paying him in Tensas parish?

A. I don't know, sir.

Q. Didn't he once clerk for your brother when you were a member of the firm in Tensas parish?

A. No, sir.

Q. Do you swear positively that Wash. Stewart never car-ied any goods from your store to Manfred Meyer's store?

A. I do not say that positively. I say he never carried any in

the night-time. If I sold him any goods it was in the broad, open daylight. That is what I say.

Q. Did you ever enquire how Manfred Meyer got that store?

A. I never inquired. It was no business of mine to enquire.

Q. Was it notorious that Manfred Meyer opened that store with a stock of goods without having received any invoice from the wharf-boat?

A. I do not know, sir. I do not know it and nobody else does, I reckon.

1528 Q. Did you ever hear the subject discussed?

A. No, sir.

Q. Never heard any discussion on the streets?

A. No, sir.

Q. Wasn't it a matter of general notoriety that his store was filled with goods without his receiving any goods from the wharf-boat?

A. No, sir.

Q. You never heard that before?

A. No, sir.

Q. Do you believe he received those goods from any other place than from town here?

NOTE.—Objected to upon the ground of its irrelevancy, and that the witness must be questioned as to fact- and — as to beliefs.

A. I do not believe anything about it. I do not know where he got his goods from.

Q. Do you swear that it was not notorious and was not talked about that Manfred Meyer opened his store here in Lake street and filled it with goods without having received any goods from the wharf-boat?

1529 A. I don't know, sir; I never heard it.

Q. If he did receive goods from the wharf-boat would not you have known it?

A. I don't know whether I would or not. I never inquired into his business. I am not like some people; some people may take an interest in other people's business; I do not.

Q. Well, would you have considered such a proceeding on the part of a merchant as out of the ordinary run of business?

A. Well, I don't know what I would have thought about it at the time. I never thought about the matter at all.

Q. How is it that in a little town like Lake Providence that a citizen can come here and open up his store without receiving any invoice of goods from the wharf-boat or elsewhere and people not talk about it?

A. I don't know, sir.

1530 Q. Did you ever know of Manfred Meyer receiving any invoice of goods while he was here in Lake Providence?

A. I do not know, sir.

Q. While you were working for him did he ever receive any invoice of goods?

A. Well, he got goods from St. Louis and New Orleans and different places while I was clerking for him.

Q. Can you give the names of parties he got goods from in St. Louis?

A. No, sir; I cannot.

Q. Do you swear that you do not know the names of the merchants he dealt with in St. Louis?

A. I do not know the name. I will state under oath what I do know. If you want to get testimony you will have to go to Manfred Meyer and find out about where he got his goods from. You can find out where he is. He is alive, I think.

1531 *Bill of Sale from M. Meyer to Mrs. H. Steinhardt.*

LAKE PROVIDENCE, LA., *March 1st*, 1884.

Know all men by these presents that for the price and consideration of forty-five hundred dollars to me paid by Mrs. Henrietta Steinhardt, through her agent, S. Cohn, thirty-five hundred dollars cash in hand received and the remaining one thousand dollars by the promissory note of said Mrs. Steinhardt for said sum drawn to my order, due & payable on November 15th, 1884, bearing 8 % per annum interest from date, secured by mortgage on the old Firemen's hall in the town of Providence, I have bargained, sold, & delivered, and do hereby bargain, sell, transfer, and deliver, unto the said Mrs. Steinhardt all my right, title, and interest in and to the following-described property, to wit:

1st. All and singular the entire stock of goods, wares, and merchandise of any and every kind in the brick store in the town of Providence, on the corner of Levee and Second streets, lately occupied by me, the said stock of goods having been inventoried
1532 on Jan'y 19th, 1884, and inventoried at $6,112.11. Said inventory is signed by me on the first and last pages so as to identify same, and is hereby specially referred to.

2nd. All the lumber now in the yard of and adjoining to said storehouse, valued at $450.00 and specified on said inventory.

3rd. One certain bay horse and one certain black mare mule, valued at $220.00 for the two and specified on said inventory; and

4th. All and singular the entire indebtedness due me from or by reason of the said business lately carried on by me in the said brick store as aforesaid, whether by note, due bill, written obligation, or open account, including all accounts standing on the books of said store or business against the various parties therein named, as follows:

G. H. Sutton, note; date, Jan'y 12, '82; due Jan'y 1, '83	250	00
Donnally & Stader, obligation for 60,000 feet lumber, due Dec. 1, '84		
L. G. Balfour, note, Feb'y 20, '83, due Nov. 20, '83	234	72
Jno. Blansfield, note, Jan. 2, '84, due Oct. 2, '84	372	14
W. B. Keene, note, due Feb'y 26, '84	101	90
1533 W. L. McMillen, open ac.	$12	50
Geo. Hook, " "	18	00
Jason Hamilton, " "	3	95
John Blandsfield, " "	11	00

Rob't Lowen			186 24
Mrs. M. L. Garner,	"	"	14 30
E. L. Larche,	"	"	17 00
A. T. Hafford,	"	"	84 28
R. L. Jones,	"	"	23 24
W. Jones Gell,	"	"	9 00
Mrs. B. G. Tompkins,	"	"	6 35
Wash. Powell,	"	"	12 70
E. C. Manning,	"	"	6 50
P. Savoy,	"	"	6 00
Richard Stewart,	"	"	13 00
Dr. W. D. Bell,	"	"	5 60
Mrs. Emma Free,	"	"	1 00
S. Paul Jones,	"	"	95 45
W. K. Spurlock,	"	"	16 00
Thos. Tyler,	"	"	18 00
Elias Jones,	"	"	13 00
A. G. Belden,	"	"	95 00
Anthony Witherspoon,	"	"	6 00
John Blood,	"	"	415 84
J. M. Kennedy,	"	"	13 00
Horace Scott,	"	"	9 00

And thereby authorizing Mrs. Steinhardt to collect all of said indebtedness.

And it is expressly understood and agreed that I, the said Meyer, am to pay off and discharge all the liabilities and indebted-
1534 ness incurred in and now outstanding against the said business lately carried on by me as aforesaid, and against me by reason thereof, and that said Mrs. Steinhardt is to be in no way liable therefor.

M. MEYER,

[Endorsed:] No. 90 & 111. M. Meyer to Mrs. H. Steinhardt. Offered in evidence and filed on behalf of def'ts April 9th, 1889. J. B. Beattie, clerk.

Extract of Minutes.

TUESDAY, *July 16th*, 1889.

Court met pursuant to adjournment.

Present: His Hon. Aleck Boarman, dist. judge, pre.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et als.* } No. 90.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Ordered that the bills of complaint filed in these causes be dismissed at the cost of complainants.

1535 *Extract of Minutes.*

THURSDAY, *July 18th*, 1889.

Court met pursuant to adjournment.
Present: His honor Aleck Boarman, dist. judge, presiding.

MISSISSIPPI MILLS
vs.
Mrs. FANNIE COHN *et al.* } No. 90.

&

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Petition for rehearing filed and overruled. Petition for an appeal filed and same allowed, returnable into the Supreme Court of the United States at the October term, 1889, of said court, said appeal to act as a supersedeas upon complainants giving bond in the sum of one thousand dollars ($1,000.00).
Decree signed & filed.

Petition for Rehearing.

Circuit Court of the United States, 5th Circuit, Western District of Louisiana.

WOOD & LEE
vs.
SIMON COHN *et al.* } No. 111.

&

MISSISSIPPI MILLS
vs.
FANNIE COHN *et als.* } No. 90.

1536 The plaintiffs in the above-entitled consolidated cases respectfully represent that they are advised & they submit that the judgment & decree rendered in said cause at this *time* of this court is contrary to the law & the evidence & ought to be reversed; that they are injured thereby. Petitioners aver that said suits were instituted to establish the fraudulent acts of said defendants, whereby your petitioners were defrauded & injured, & to have the several sales to Mrs. Steinhardt declared to be fraudulent; the property bought by Mrs. Steinhardt to be the property of Simon Cohn & subject to the payment of his creditors' debts. They submit that fraud *vel non* is the only issue in the cases, & that the hon. court has jurisdiction in the cases. Wherefore they pray for a rehearing & for the

reversal of the judgment rendered in these cases & for general relief, &c.

JOHN T. LUDELING,
Solicitor & Counsel for Petitioners.

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Mississippi Mills *vs.* Fannie Cohn *et als.* & Wood & Lee *vs.*
1537 Simon Cohn *et al.* Petition for rehearing. Filed July 18th, 1889. J. B. Beattie, clerk.

Petition for Order of Appeal.

MISSISSIPPI MILLS
vs.
FANNIE COHN *et als.* } No. 90.

WOOD & LEE
vs.
SIMON COHN *et als.* } No. 111.

Consolidated cases.

To the circuit court of the United States, 5th circuit, west. dist. of La., Hon. Aleck Boarman presiding:

The petition of The Mississippi Mills & of Wood & Lee, plaintiffs in the above entitled and numbered suits, respectfully represents that at this term of this honorable court a judgment has been rendered in said consolidated cases, dismissing their bills for want of jurisdiction.

They aver that they are advised & they submit that said judgment is erroneous, & that they are thereby greatly injured. They aver that they are entitled to an appeal to the Supreme Court of the United States.

Wherefore they pray for an order for an appeal in said cases to the Supreme Court & that this honorable court fix the amount
1538 of the bond for appeal, with supersedeas, & for citation according to law & for general relief, &c.

JNO. T. LUDELING,
Solicitor & Counsel for Pl'ffs.

Endorsed: Nos. 90 & 111. U. S. circuit court, west. dist. La. Mississippi Mills *vs.* Fannie Cohn *et al.* & Wood & Lee *vs.* Simon Cohn *et al.* Petition for appeal. Filed July, 1889—July 18th, 1889. J. B. Beattie, clerk.

Decree.

U. S. Circuit Court, 5th Circuit, West. Dist. La.

WOOD & LEE
vs.
S. COHN *et al.* } No. 111.

MISSISSIPPI MILLS
vs.
S. COHN *et al.* } No. 90.

Consolidated cases.

These cases came on to be heard on bill and answer and evidence adduced and argument of counsel for complainants & of defendants, and thereupon it is ordered and decreed that the bills of complainants be dismissed at their cost for want of jurisdiction.

1539 Done and signed in open court this 18 day of July, A. D. 1889.

ALECK BOARMAN, *Judge.*

Endorsed: Nos. 90 & 111. U. S. circuit court, 5th circuit, western district of La. Wood & Lee *vs.* Simon Cohn *et als.* & Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* Decree. Filed July 18th, 1889. J. B. Beattie, clerk.

1540 *Appeal Bond.*

UNITED STATES OF AMERICA:

Know all men by these presents that we, The Mississippi Mills, by John P. Richardson, its president, & Wood & Lee, complainants in the consolidated suits below mentioned, are held and firmly bound, jointly and severally, unto Mrs. Fannie Cohn, Simon Cohn, & Henrietta Steinhardt, defendants, in the sum of one thousand dollars, lawful money of the United States of America, to be paid to the said Henrietta Steinhardt, Fannie Cohn, & Simon Cohn, their heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves and each of us by himself and each of our heirs, executors, and administrators jointly by these presents.

Sealed with our seals and dated the 28th day of August, in the year of our Lord eighteen hundred and eighty-nine.

Whereas the said Mississippi Mills & Wood & Lee having heretofore, to wit, on the 28th day of August, 1889, taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 18th day of July, 1889, by the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of Mississippi Mills *v.* Mrs.

Fannie Cohn *et als.* & Wood and Lee *vs.* Simon Cohn *et als.*, consolidated, Nos. 90 and 111 of the docket thereof:

1541 Now, the condition of the above obligation is—

That if the above-bounden Mississippi Mills & Wood & Lee shall *present* their said appeal to effect and shall answer all damages and costs if they shall fail to make good their plea, then this obligation shall be void; otherwise to remain in full force and virtue.

WOOD & LEE. [L. S.]
JOHN P. RICHARDSON,
President of Mississippi Mills,
By W. G. WYLY, *Att'y.*
W. G. WYLY, *Security.*

Signed, sealed, and delivered in presence of—
J. B. BEATTIE.

Approved:
ALECK BOARMAN, *Judge.*

UNITED STATES OF AMERICA, *District of Louisiana,* } *ss:*

Personally appeared W. G. Wiley, who, being duly sworn, deposes and says that he is the surety on the within bond; that he resides in East Carroll parish, Louisiana, and is worth the full sum of one thousand dollars over and above all of his debts and liabilities and property exempt from execution.

W. G. WYLY.

Subscribed and sworn before me this 28th day of Aug., 1889.
J. B. BEATTIE,
Clk U. S. Court.

1542 (Endorsed:) Nos. 90 & 111. United States circuit court, western district of Louisiana. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.*, Simon Cohn *et als.* Bond for appeal. Filed Oct. 10th, 1889. J. B. Beattie, clerk.

1543 *Clerk's Certificate.*

UNITED STATES OF AMERICA:

Circuit Court of the United States, Fifth Circuit and Western District of Louisiana.

CLERK'S OFFICE.

I, J. B. Beattie, clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, do hereby certify that the foregoing 1,542 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced, on the trial of the cases of Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* and Wood & Lee *vs.*

Simon Cohn *et als.*, consolidated, Nos. 90 & 111 of the docket of the said court.

Witness my hand and the seal of said court, at the city of Shreveport, La., this 5th day of October, A. D. 1889.

J. B. BEATTIE, *Clerk.*

I, Aleck Boarman, United States judge for the western district of Louisiana, do certify that J. B. Beattie, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and western district of Louisiana, was at the time of signing said certificate and is now the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of Shreveport, La., in said district, this 5th day of October, A. D. 1889.

ALECK BOARMAN, *Judge.*

1544 *Citation of Appeal to Mrs. H. Steinhardt and Marshal's Return.*

THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Western District of Louisiana.

The President of the United States to Mrs. Henrietta Steinhardt, Greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at the city of Washington, D. C., on the second Monday of October, 1889, pursuant to an order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and the western district of Louisiana, wherein Mississippi Mills & Wood & Lee are complainants and Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* are defendants, to show cause, if any there be, why the judgment rendered against the said Mississippi Mills & Wood & Lee, as in said order of appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty-nine.

ALECK BOARMAN, *Judge.*

[Endorsed:] United States circuit court, western district of Louisiana. No. 90 & 111. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* Citation of appeal.

Marshal's Return.

On this the thirty-first day of August, in the year of our Lord one thousand eight hundred and eighty-nine, personally appeared S. Baxter Willis, United States deputy marshal for the western district of Louisiana, before me, the subscriber, H. Moïse, deputy clerk United States circuit court, fifth circuit, western district of Louisiana,

and makes oath that he delivered a true copy of the within citation to Mr. J. S. Boatner, of the law firm of C. J. & J. S. Boatner, attorneys of record in the cases Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* and Wood & Lee *vs.* Simon Cohn *et als.*, consolidated causes in equity, Nos. 90 & 111 on the docket of the United States circuit court, fifth circuit and western district of Louisiana, by handing the same to him in person, at his office, in the city of Monroe, La., on the 31st day of August, A. D. 1889, at four o'clock p. m.

S. B. WILLIS,
D'y U. S. Marshal, Western Dist. La.

Sworn to and subscribed before me this the 31st day of August, A. D. 1889.

[Seal U. S. Circuit Court of the Western Dist. of La.]

H. MOISE,
D'y Cl'k U. S. Circuit Court, 5th Circuit,
Western Dist. of La.

1545 *Citation of Appeal to Mrs. Fannie Cohn and Marshal's Return.*

THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Western District of Louisiana.

The President of the United States to Mrs. Fannie Cohn, Greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at the city of Washington, D. C., on the second Monday of October, 1889, pursuant to an order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and the western district of Louisiana, wherein Mississippi Mills & Wood & Lee are complainants and Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* are defendants, to show cause, if any there be, why the judgment rendered against the said Mississippi Mills and Wood & Lee, as in said order of appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty-nine.

ALECK BOARMAN, *Judge.*

[Endorsed:] United States circuit court, western district of Louisiana. Nos. 90, 111. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* Citation of appeal.

Marshal's Return.

On this the thirty-first day of August, in the year of our Lord one thousand eight hundred and eighty-nine, personally appeared S. Baxter Willis, United States deputy marshal for the western district of Louisiana, before me, the subscriber, H. Moïse, deputy clerk

United States circuit court, fifth circuit, western district of Louisiana, and makes oath that he delivered a true copy of the within citation to Mr. J. S. Boatner, of the law firm of C. J. & J. S. Boatner, attorneys of record in the cases Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* and Wood & Lee *vs.* Simon Cohn *et als.*, consolidated causes in equity, Nos. 90 & 111 on the docket of the United States circuit court, fifth circuit and Western district of Louisiana, by handing the same to him in person, at his office, in the city of Monroe, La., on the thirty-first day of August, A. D. 1889, at five o'clock p. m.

S. B. WILLIS,
D'y U. S. Marshal, Western Dist. La.

Sworn to and subscribed before me this the 31st day of August, A. D. 1889.

[Seal U. S. Circuit Court of the Western Dist. of La.]

A. MOISE,
D'y Clerk U. S. Circuit Court, Fifth Circuit,
Western Dist. of La.

1546 *Citation of Appeal to Simon Cohn and Marshal's Return.*

THE UNITED STATES OF AMERICA:

Circuit Court of the United States, Western District of Louisiana.

The President of the United States to Simon Cohn, Esqr., Greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be holden at the city of Washington, D. C., on the second Monday of October, 1889, pursuant to an order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and western district of Louisiana, wherein Mississippi Mills and Wood & Lee are complainants and Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* are defendants, to show cause, if any there be, why the judgment rendered against the said Mississippi Mills and Wood & Lee, as in said order of appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 28th day of August, in the year of our Lord one thousand eight hundred and eighty-nine.

ALECK BOARMAN, *Judge.*

[Endorsed:] United States circuit court, western district of Louisiana. Nos. 90 & 111. Mississippi Mills & Wood & Lee *vs.* Mrs. Fannie Cohn *et als.* & Simon Cohn *et als.* Citation of appeal.

Marshal's Return.

On this the thirty-first day of August, in the year of our Lord one thousand eight hundred and eighty-nine, personally appeared S.

Baxter Willis, United States deputy marshal for the western district of Louisiana, before me, the subscriber, H. Moïse, deputy clerk United States circuit court, fifth circuit, western district of Louisiana, and makes oath that he delivered a true copy of the within citation to Mr. J. S. Boatner, of the law firm of C. J. & J. S. Boatner, attorneys of record in the cases Mississippi Mills *vs.* Mrs. Fannie Cohn *et als.* and Wood & Lee *vs.* Simon Cohn *et als.*, consolidated causes in equity, Nos. 90 & 111 on the docket of the United States circuit court, fifth circuit and western district of Louisiana, by handing the same to him in person, at his office, in the city of Monroe, La., on the 31st day of August, A. D. 1889, at five o'clock p. m.

S. B. WILLIS,
D'y U. S. Marshal, Western Dist. La.

Sworn to and subscribed before me this the 31st day of August, A. D. 1889.

[Seal U. S. Circuit Court of the Western Dist. of La.]

H. MORSE,
D'y Clerk U. S. Circuit Court, Fifth Circuit,
Western Dist. of La.

Endorsed on cover: Case No. 13,775. W. Louisiana C. C. U. S. No. 184. The Mississippi Mills and Joel Wood and William H. Lee, partners as Wood & Lee, appellants, *vs.* Simon Cohn and his wife, Mrs. Fannie Cohn, and Mrs. Henrietta Steinhardt. Filed October 15, 1889.

Office Supreme Court U. S.
FILED.
JAN 28 1893
JAMES H. McKENNEY,
CLERK.

Supreme Court of the United States.

OCTOBER TERM, 1892.

TERM NO. 184.—RECORD, CASE NO. 13,775.

THE MISSISSIPPI MILLS AND WILLIAM H. LEE, AND WILLIAM H. LEE, Administrator of the Partnership Estate of WOOD & LEE,

Appellants,

vs.

SIMON COHN, FANNY COHN AND HENRIETTA STEINHART,

Appellees.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.

BRIEF FOR APPELLANTS.

EDWARD CUNNINGHAM, JR.,
for Appellants.

Supreme Court of the United States.

OCTOBER TERM, 1892.

TERM NO. 184.—RECORD, CASE NO. 13,775.

THE MISSISSIPPI MILLS AND WILLIAM H. LEE, AND WILLIAM H. LEE, Administrator of the Partnership Estate of WOOD & LEE,

Appellants,

vs.

SIMON COHN, FANNY COHN AND HENRIETTA STEINHART,

Appellees.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF LOUISIANA.

BRIEF FOR APPELLANTS.

I.

STATEMENT.

These are bills in the nature of creditors' bills, brought to subject certain property of the appellee Simon Cohn, fraudulently conveyed by him to the other appellees, to

payment of certain judgments against him. Said judgments are: First. A judgment of the Eighth District Court of Louisiana, entered July 11th, 1882, against said Simon Cohn, a citizen of Louisiana, and in favor of the Mississippi Mills, a citizen of Mississippi, for $751.46, with interest and costs (Printed Record, p. 230); Second. A judgment of the same court entered March 29th, 1881, against said Simon Cohn and in favor of Joel Wood and William H. Lee, citizens of Missouri, and co-partners under the firm name of Wood & Lee, for $539.25, with interest and costs (Record, p. 12); and Third. A judgment of the came court entered April 2, 1881, against said Simon Cohn and in favor of Samuel B. Newman and Samuel D. Stockman, citizens of Louisiana, and co-partners under the firm name of S. B. Newman & Company, for $24,282.16, with interest and costs (Record, pp. 26-7), which judgment was, before the filing of the creditor's bill of Wood & Lee, assigned to them.

The bill of Mississippi Mills was filed in the Eighth District Court of Louisiana on the 5th day of July, 1883, and was by the plaintiff on the 28th of March, 1885, removed to the Circuit Court of the United States for the Western District of Louisiana—the affidavit setting forth diverse citizenship of plaintiff and defendants, and also that from prejudice or local influence plaintiff could not obtain justice in the State Court. A motion to remand to the State Court was made by defendants and was overruled.

The bill of Wood & Lee was filed in the Circuit Court of the United States for the Western District of Louisiana on the 30th of November, 1885—the complainants being citizens of Missouri and all the defendants being citizens of Louisiana.

To the bill of Wood & Lee, which recited the judgment assigned to them by Newman & Company as well as the judgment rendered in their favor, the defendants filed

a plea to the jurisdiction, setting up that the assignors Newman & Stockman were citizens of Louisiana and could not have sued defendants in the Federal Court and that therefore Wood & Lee, their assignees, could not. This plea was overruled. The defendants answered both bills denying the averments thereof; the cases were consolidated; proofs were taken on both sides; the consolidated case was heard and submitted; and the Circuit Court dismissed both bills on the ground that it had not jurisdiction. From that decree complainants have brought the case here by appeal.

The bills charge, in substance, that Simon Cohn and his wife Fanny, and his mother-in-law Henrietta Steinhart, his brother Alexander Cohn, his brother's book-keeper M. Meyer, and his own book-keeper, John Martin, conspired and confederated together to defraud the creditors of Simon Cohn, among whom were the Mississippi Mills, Wood & Lee and S. B. Newman & Company, judgment creditors: that, in 1880, Simon Cohn, then a retail merchant at Lake Providence, Louisiana, extended his business very largely. That he bought goods on credit in St. Louis, Cincinnati, Evansville, Baltimore, New Orleans and elsewhere, with the intent to commit a fraud upon his creditors and to cheat them. That in the fall of 1880, without the knowledge of complainants, or S. B. Newman & Company, and the other merchants who were filling the orders of S. Cohn and shipping goods to him, and making advances in cash to him, Simon Cohn, contrary to his former mode of doing business, was selling and shipping those goods in original packages, as fast as the goods arrived at Lake Providence, and selling them for cash at very low rates, even below cost. That in this way he got in possession of about $50,000, which he has fraudulently withheld from his creditors, a part whereof he fraudulently invested in real estate and merchandise put at first in the names of his brother, Alexander Cohn, and Manfred Meyer, and

John Martin and, finally, all in the name of his mother-in-law, Henrietta Steinhart, an old decrepit woman.

That in the fall of 1880 Simon Cohn procured his brother Alexander Cohn, who was a merchant in Tensas parish, to send to Lake Providence his clerk and book-keeper, Manfred Meyer, and in the name of the latter to open a store at Lake Providence to receive clandestinely goods from the store of Simon Cohn and from the wharf-boat shipped or consigned to Simon Cohn.

That said storehouse was filled with merchandise belonging to S. Cohn, and though conducted in the name of Manfred Meyer, said Meyer was only a party interposed to carry out the fraudulent purposes of said Simon Cohn. That after carrying on this business in the name of Manfred Meyer a year or two Cohn settled with Manfred Meyer and took possession of the unsold goods and store fixtures, discharged Manfred Meyer, and pretended to carry on the business for his mother-in-law, Henrietta Steinhart, as her agent, a fictitious or simulated transfer to her from M. Meyer having been made. The bills charge that a store was oponed in the country in East Carroll by John Martin, the clerk and book-keeper of S. Cohn, using the goods and capital furnished by S. Cohn, the said Martin being only an employee of Cohn and a party interposed to cover up Cohn's property, and that another store was started at Milliken's Bend by S. Cohn in the name of C. L. Callman & Company to which part of the goods bought on credit by Cohn as aforesaid were sent to hide them from his creditors.

The bills charge that in March, 1880, when S. Cohn had conceived the idea of perpetrating the fraud on his creditors, he executed a mortgage on his brick storehouse and lots in the town of Providence, La., for $5,800 in *favor of his brother*, Alexander Cohn, in order that under cover of said mortgage said property might be put beyond the reach of Cohn's creditors. That there was no

consideration for said mortgage—it was a fraudulent simulation to defraud his creditors.

That when it suited the purpose of S. Cohn he procured his brother to foreclose the mortgage, and the storehouse was adjudicated to Henrietta Steinhart, Cohn's mother-in-law, who was living with him. It had been the intention of Cohn to have *his wife* purchase the property, and to that end he got his wife to sue him for a separation of property and a dissolution of community, and a judgment, by collusion had been obtained in favor of Mrs. Cohn, but when the validity of her judgment was questioned in a suit instituted just before the foreclosure proceedings, Cohn changed his tactics, and had the property sold and adjudicated to Mrs. Steinhart, his mother-in-law.

The bills charge that the adjudication of the brick store and lots to Mrs. Steinhart was another step in the fraudulent conspiracy aforesaid. That it was a mere sham to give an apparent title to Mrs. Steinhart, while the said Simon Cohn continued to be the real owner. That he continues to occupy and exercise proprietary rights over said property just the same *since* said adjudication as he did before it. That Mrs. Steinhart never paid a dollar for said property, and that her pretended ownership is a simulation and fraud to shelter it from Cohn's creditors.

The bills charge that ever since the adjudication of the brick store and lots Cohn has been largely engaged in mercantile pursuits, and transacting large real estate business, ostensibly as the agent of Mrs. Steinhart, but in reality for himself—the said mother-in-law, Henrietta Steinhart, being a mere party interposed for the purpose of defrauding his creditors. That the money, of which he has despoiled his creditors has been employed by said Cohn in the large mercantile business and enterprises aforesaid, for *himself*, and not for his pretended *principal*. That the said brick store and lots and stock of goods on hand when this suit was

filed, worth at least $15,000, belong to Simon Cohn, and should be subjected to the payment of his debts.

The bills further charge that Simon Cohn has put all of his property out of his name fraudulently, and transacts all of his business in the name of Mrs. Steinhart, pretending in all the transactions he has made with his capital to be acting merely as the agent of his said mother-in-law. That apparently Simon Cohn is insolvent; he has no property in his name; and he does not conduct any business in his own name; that to defraud his creditors he has carried on and is carrying on his mercantile business and other operations under the name of his mother-in-law, he holding her power of attorney to buy, to sell, and to do all kinds of business, or acts as the agent of his said mother-in-law. That all the titles to property standing in Mrs. Steinhart's name, and all the business carried on by Cohn under her name, are in fact Cohn's—that she transacts no business, and owns no property, but that she is conniving with Cohn to defraud his creditors; she lives with Cohn as a member of his family, is without means, and is mentally incapable of carrying on the large enterprise and business conducted in her name.

The bills charge that on the 3d of March, 1882, Mrs. Steinhart ostensibly became the purchaser from Chaffe & Sons of certain property known as the Spinetti property, a large two-story storehouse at the corner of Lake and Levee streets, in the town of Providence for $3,500, but that it was paid for with money belonging to Cohn. That Cohn made other investments of his own money in the name of Mrs. Steinhart to defraud his creditors, to-wit: On 29th of September, 1882, he bought from Vincent Gargaro, the two-story frame building, formerly known as the Fireman's Hall, but since known as Cohn's Opera House, on a lot situated at the western corner of Lake and Church streets fronting on Lake street in Providence for $1,750.

The bills charge that all said ostensible purchases by Mrs. Steinhart were in reality purchases by Simon Cohn, and the price of each and every sale was paid with the money of Cohn, and said property should be declared Cohn's and subjected to the payment of the judgments against him. The bills charge that Mrs. Steinhart is old, decrepit and feeble-minded, and that she actually does not know anything about the purchases aforesaid, or the business conducted in her name.

The bills further charge that the acts and transactions complained of are the results of the spoliation and fraud of said S. Cohn, Fanny Cohn, his wife, Henrietta Steinhart, his mother-in-law, and other co-conspirators. That they are different steps in the fraudulent scheme of S. Cohn and his confederates to defraud and injure complainants and other creditors; that the effect of said simulated and fraudulent acts has been to injure complainants, and to prevent the execution of their said judgments against the property of said Cohn. The bills charge that although Cohn must have realized $50,000 fraudulently from his creditors, as aforesaid, yet he has failed and refused to pay them anything.

The prayer of the bills is that all said property be declared to be Cohn's, and be decreed to be sold to pay complainants' said judgments against him.

The proofs establish substantially the averments of the bills.

II.

Specification of Errors.

1. The Circuit Court erred in dismissing the bill of Mississippi Mills for supposed want of jurisdiction.

2. The suit of Mississippi Mills was removable and was removed from the State Court in strict compliance with the Act of Congress approved March 2nd, 1867 (14 Stat. at Large, 558).

3. The Circuit Court erred in dismissing the bill of Wood & Lee for supposed want of jurisdiction.

4. The Circuit Court had jurisdiction of the suit of Wood & Lee under Act of Congress approved March 3rd, 1875 (18 Stat. at Large, 470), by reason of the diverse citizenship of the plaintiffs and all the defendants.

5. The fact that Newman and Stockman who had assigned to Wood & Lee their judgment against Cohn, were citizens of the same State with Cohn, did not exclude the jurisdiction of the Circuit Court under section 1 of the Act of Congress approved March 3rd, 1875 (18 Stat. at Large, 470), under which act the bill was filled.

6. The Circuit Court erred in dismissing these bills on the ground that complainants had adequate remedy at law. Original jurisdiction of the Federal Courts in equity causes is not divested because of statutory provisions of the States for relief against fraud.

7. Aside from the question of jurisdiction the proofs entitle appellants to the relief sought in the bills of complaint.

III.

Argument.

1, 2.

The suit of Mississippi Mills was by the provisions of the Act of Congress approved March 2nd, 1867 (14 Stat. at Large p. 558), removable from the State into the Federal Court. The plaintiff was a citizen of Mississippi; all the defendants were citizens of the State of Louisiana, where that suit was brought: the matter in dispute exceeded the sum of five hundred dollars, exclusive of costs; the plaintiff made and filed in the State Court an affidavit stating "that it has reason to and does believe that from prejudice or local influence, it will not be able to obtain justice in the State Court aforesaid." Plaintiff at the same time and be-

fore the final hearing or trial of the suit, filed its petition in the State Court for the removal of the suit into the next Circuit Court of the United States to be held in the district where the suit was pending, and gave good and sufficient bond for said removal according to law (Record, pp. 226-7). Copies of the record and proceedings in the State Court were entered in the Circuit Court at its next session (Record, p. 241). This being done the Circuit Court had jurisdiction of the cause. (18 Stat. at Large pp. 558-9).

Johnson v. Monell, 1 Woolworth's Cir. Ct. Rep. 390.

3, 4.

The Circuit Court had jurisdiction of the suit of Wood & Lee, wherein all the plaintiffs were citizens of Missouri, and all the defendants citizens of Louisiana.

No opinion of the court having been filed, so far as the record shows, it is not possible here to state authoritively in what respect the court considered itself without jurisdiction. The decree entered, however, shows supposed want of jurisdiction to have been the ground of dismissal. That decree is as follows (Record, p. 612): "These cases came on to be heard on bill and answer and evidence adduced, and argument of counsel for complainants and of defendants, and thereupon it is ordered and decreed that the bills of complainants be dismissed at their cost for want of jurisdiction."

It seems proper, however, to say that while the record certified by the clerk below does not show that any opinion was filed, the report of the case "Mississippi Mills v. Cohn," in 39th Federal Reporter at page 865, contains what purports to be the opinion of the Circuit Court handed down in this case. In that report at page 866, the court is represented as saying that "under the proviso in the jurisdictional act of 1888" the complainants, the assignees of the judgment in favor of Newman & Co. against Cohn, "are limited to such proceedings as the assignor Newman

could have begun or maintained in this court; and for this reason Wood & Lee's suit, as it relates to the Newman judgment, should be dismissed."

If the Circuit Court regarded this suit as one "founded on contract," within the meaning of the last clause but one of section 1 of the Act of 1875 (18 Stat. L. 470), still the plaintiffs were assignees as to only one of the two judgments to which they seek to subject Cohn's property. The other judgment was originally rendered in their favor, and being for more than five hundred dollars exclusive of costs, the amount in dispute upon that judgment alone would vest the jurisdiction of the Circuit Court irrespective of the judgment assigned to Wood & Lee by Newman & Co. (18 Stat. at Large, p. 470, Sec. 1). Hence, unless reference can be made to the report of the case in 39th Federal Reporter the theory on which the Circuit Court dismissed these bills is not obvious, especially since it had theretofore overruled a plea to the jurisdiction.

5.

If the Circuit Court dismissed the bill of Wood & Lee, because they were assignees of the judgment in favor of Newman & Co., citizens of the same State with the defendants in the bill, that was error. This bill was filed November 30th, 1885 (Record, p. 10), while the Act of 1875 was in force. The language of Section 1, of that act (18 Stat. at Large, p. 470), is as follows:

"Nor shall any Circuit Court * * have cognizance of any suit founded on contract, in favor of an assignee, unless a suit might have been prosecuted in such court to recover thereon if no assignment had been made," etc.

This is not a suit "founded on contract" within the meaning of that provision of the statute.

2 Mason, 252, Bean v. Smith *et al.*

5 Blatchford, 107, Barney v. Globe Bank.

16 Howard, 622, Deshler v. Dodge.

137 U. S., Ambler v. Eppinger.
48 Fed. Rep. 177, Conn. v. Railroad Co.
45 Fed. Rep. 801, Jewett v. Bradford, etc. Bank.
42 Fed. Rep. 750, Massachusetts, etc. Co. v. Township, etc.
41 Fed. Rep. 643, Marine Ins. Co. v. Railroad Co.
6 Wheaton, 146, Young v. Bryan.
9 Wheaton, 537, Mollan v. Torrance.
13 How. 183, Coffee v. Bank.
106 U. S. 589, Thompson v. Perrine.
106 U. S. 666, Chickaming v. Carpenter.
9 Wall. 387, Bushnell v. Kennedy.

In the light of the authorities above cited, it may be said, that in so far as they affect this controversy, the words "suit to recover the contents of a chose in action," in the Judiciary Act of 1789, and in the act approved March 3d, 1887, and in the act approved August 13th, 1888, mean the same thing as the words "suit founded on contract" mean in the Act of 1875, here in question. If there is any difference, the latter words seem to restrict the jurisdiction of the Federal Courts less than the former.

In Bean v. Smith, *supra*, Mr. Justice Story said: "It is perfectly clear that the statute never contemplated an exclusion of jurisdiction in cases where a mere negotiable instrument, or chose in action was mixed up in the ingredients of the case, but where that chose in action constituted *the sole cause of action*, and the assignment constituted *the whole ground of the plaintiff's right.*" * * * "In deciding on its jurisdiction, the court can only look to the immediate groundwork of the suit, not to any remote or collateral considerations in which it had its origin."

To repeat the ideas and partly the language of the eminent jurist who delivered the opinion in that case, it is submitted that this suit is not founded solely upon the judgment in favor of Newman & Co. The judgment is

collateral to the present suit. It forms an ingredient and an essential ingredient in the case, but it is not the whole of the case. Appellants seek relief against fraudulent conveyances of property of the appellee Cohn to the appellee Steinhart, which conveyances were made for the purpose of defeating appellants of their just rights as creditors under the judgment. It is these fraudulent conveyances which constitute the immediate groundwork of the suit and, so far as respects all the defendants except Simon Cohn, the sole groundwork of the suit. Those defendants are not liable on the judgment, nor have the appellants in their mere character of assignees any claim against them. Their liability is founded not upon the judgment, but upon their participation in frauds upon appellants, or upon their holding property in constructive trust to the use of appellants.

In Ambler v. Eppinger, *supra*, plaintiff, a citizen of New York, sued defendants, citizens of Florida, to recover the value of timber cut and carried away from lands of one Russell, a citizen (as far as appears) of Florida, said Russell having subsequently to the trespass assigned to plaintiff his interest in said timber, and his right of action against defendants. The suit was brought in the Circuit Court of the United States, under the Act of Congress approved March 3d, 1887 (24 Stat. at Large, p. 552), which excluded jurisdiction "of any suit (except upon foreign bills of exchange) to recover the contents of any promissory note, or other chose in action in favor of any assignee," etc., unless the assignor might have sued, etc.

It was held that the Federal Court had jurisdiction, notwithstanding that Russell the assignor of plaintiff was, for aught that appeared a citizen of the same State with the defendants, and could not have sued them in a Federal Court. Mr. Justice Field delivering the opinion of the court said (137 U. S. p. 482):

"The construction given by this court in Deshler v. Dodge, 16 How. 622, to the clause of the eleventh sec-

tion of the Judiciary Act which denied to any Circuit or District Court cognizance of any suit to recover the contents," etc., * * * is in harmony with the construction we give to the Act of 1887. It was there held that the exception by that section of the jurisdiction of those courts, of suits by an assignee, did not extend to a suit on a chose in action to recover possession of a specific chattel, or damages for its wrongful caption or detention, although the assignor could not himself sue in that court. And in the subsequent case of Bushnell v. Kennedy, 9 Wall. 387, it "was said that the exceptions to the jurisdiction applied only to rights of action founded on contracts which contained within themselves some promise or duty to be performed, and not to mere naked rights of action founded on some wrongful act or some neglect of duty to which the law attaches damages."

6.

If the Circuit Court dismissed the bills of complaint for the reason that in its opinion the complainants should have resorted to some other mode of redress provided by the Civil Code of Louisiana, that was error.

Whether or not this was the view actually entertained by the court, the record nowhere discloses, but the reported opinion published in the Federal Reporter (Vol. 39), above referred to, attributes to the court the following language (p. 868): "The allegations, though not free from ambiguities, show that the Mississippi Mills suit, and the Wood & Lee suit, so far as we are now considering the latter, do not present a suit in equity proceedings for the purpose of revoking or setting aside a real thing to a fraudulent sale, as to certain creditors of Cohn, and to subject the property therein sold to the payment of the insolvent's debts. Such a cause would be known to our State law as a revocatory action. On the contrary the bills show that these

allegations show cause for an action in declaration of simulation. If it be true that Cohn, notwithstanding said purchases, transfers, etc., were ostensibly made by Mrs. Steinhart, and the title of record is in her name, is the real owner of the property now sought to be subjected to the payment of, Cohn's debts, the complainants have a well-known and adequate remedy at law to make the property liable for their claims.

The issues made up by the pleadings and evidence involve fundamentally the title to, or the real owership of, the property in question. The complainants charge that Cohn, in fact and law, is the owner thereof. The defendants deny his ownership, and contend that the sales were real sales to Mrs. Steinhart. *Such issues are not determinable in this court in equity proceedings.* * * * * In the view and purpose of complainants' charges, Cohn now owns the property, and they have not presented or sought to present such an action as should be heard in equity, and it is ordered that their suit be dismissed."

These bills disclose a fraud and pray relief, concluding with the prayer for general relief. They seek to establish and enforce a constructive trust. Matters of fraud and of trust have always been subjects of cognizance in courts of equity. "If there be any one ground on which a court of equity affords relief with more unvarying uniformity than on any other, it is an allegation of fraud whether proven or admitted."

14 Peters at page 119, Akins v. Dick.

The requisite condition of citizenship and amount in dispute being satisfied, the Circuit Courts of the United States as courts of equity have jurisdiction of all suits of a civil nature where the remedy at law is not adequate.

"The adequate remedy at law which is the test of equitable jurisdiction in these courts is that which existed

when the Judiciary Act of 1789 was adopted, unless subsequently changed by Act of Congress."

121 U. S. p. 206, McConihay v. Wright.

Subsequent legislation by the States, whether it undertakes to abridge the powers of courts of equity, or to provide remedies in courts of law, cannot affect the jurisdiction of the Federal Courts.

6 Peters, 648, Boyle v. Zacharie.
7 Wall. 425, Payne v. Hook.
13 Wall. 270, Railway Co. v. Whitton.
121 U. S. 201, McConihay v. Wright.

"The remedies in the courts of the United States are at common law or in equity, not according to the practice of State Courts, but according to the principles of common law and equity as distinguished and defined in that country from which we derive our knowledge of those principles."

3 Wheat. 212, Robinson v. Campbell.
6 Wall. 134, Thompson v. Central, etc. Co.

It was, therefore, entirely immaterial to the question of jurisdiction in the court below that the statutes of Louisiana may have provided a mode of procedure at law to uncover and relieve against such frauds as these bills complain of. The appellants' bills of complaint should not have been dismissed for that reason.

7.

The proofs entitle complainants to relief, and each of the bills contains a prayer for general relief. Hence, though it may be that complainants are not entitled to relief in the exact mode specifically sought, or even to the specific remedy prayed for, yet the court should have granted appellants such relief not inconsistent with the

averments of their bills as the facts established entitle them to have.

142 U. S. 396, Wiggins Ferry Co. v. Ohio, etc. Ry. Co.

These suits seek to subject to the payment of Cohn's debts the following property acquired and now held in the name of Henrietta Steinhart, but paid for, as far as it was paid for at all, with money of Cohn, viz:

First. Real estate referred to in the testimony as "The brick store," being lots 8, 9, 10, 11, 12 and 13 in block 2 of the town of Providence, or Lake Providence, La. This property was bought June 11th, 1881, at sheriff's sale for $3,333.33 (Record, p. 44).

Second. Real estate referred to in the testimony as "The Spinetti property," or "the corner house," or "the Chaffee property," being a lot of ground with improvements on the corner of Lake and Levee streets, in block 1, of said town of Providence. This was bought from John Chaffee & Sons, May 3rd, 1882, for $3,500 (Record, p. 45).

Third. Real estate and personal property referred to in the testimony as "Firemen's Hall," or "Cohn's Opera House," situated at the corner of Lake and Church streets, in said town of Providence. This was bought from Vincent Gargaro September 29th, 1882, for $1,750 (Record, p. 48).

Fourth. A stock of merchandise with other personal property in said town of Providence, delivered March 1st, 1884, to Simon Cohn, ostensibly as the agent of Henrietta Steinhart, by one Manfred Meyer (who, as complainants contend, theretofore held them secretly for Simon Cohn). A bill of sale was on that day made by Meyer to Henrietta Steinhart, reciting a purchase price of $4,500 (Record, p. 608), but the property was worth much more than that sum.

The prices recited in the foregoing deeds and bill of sale aggregate $13,083, but the actual value was then and is now much more.

A concise abstract of the proofs relied on by appellants is impossible. The witnesses are numerous; their testimony covers several hundred pages of the record. Some of them are hostile and their evidence is conflicting. The discussion of the evidence therefore must from necessity be somewhat extended and perhaps tedious.

The proofs show that in the year 1880 Simon Cohn, who was a retail merchant at the town of Providence, or Lake Providence, as it is somtimes called, conceived and then put in operation a scheme to defraud his creditors by the following means: To buy a large amount of merchandise on long credit; to deliver a good part of it on arrival at Providence to his confederates under pretense of cash sales to them; to place a fictitious mortgage on his real estate in favor of his brother; to sell off at or below cost as much of the merchandise as possible and to conceal the proceeds; and finally to place all the money and property he could not conceal in the hands and in the name of his mother-inlaw Henretta Stinehart.

That in execution of this scheme Cohn bought in various cities, on credit, goods to the amount of over $50,000, which was much more than his legitimate business required; executed a mortgage on his real estate in favor of his brother; established at Providence and other places in Louisiana stores conducted in the names of other persons who were his agents and confederates; caused the goods bought by him on credit, when they arrived at Providence, to be distributed partly to his own place of business, and partly to the stores conducted by his confederates: he opened and kept two separate sets of books; he summarily sold as many goods as possible, for cash, at or below cost, and when his creditors came upon him in the winter of 1880 he paid them little or nothing on an indebtedness of about $60,000.

In further pursuance of his scheme, Cohn caused the mortgage in favor of his brother to be foreclosed, paying with his own money what, if anythig, was paid at the foreclosure sale, and took a deed in the name of Henrietta Steinhart. Also, with money of his own, concealed from his creditors, he bought and caused to be conveyed to Henrietta Steinhart the Spinetti property and the Fireman's Hall property, and caused the stock of goods then held by and in the name of his confederate, Manfred Meyer, to be delivered to him, pretendedly as the agent of his said mother-in-law, but secretly and really for himself; and he thereafter continued to conduct the business of a merchant actually for his own benefit but ostensibly as the agent of Henrietta Steinhart.

Henrietta Steinhart was the mother-in-law of Simon Cohn, and Fanny Cohn, the wife of Simon, is her only child. From about the year 1877, she had lived continuously in the family of Simon Cohn and had not been engaged in any business. Her husband, Joseph Steinhart, died intestate December 20, 1878 (Record, p. 409), and no estate of his has ever been administered upon. Mrs. Steinhart in her testimony claims that almost all her means came from her said husband at his death. She testified that her husband had $5,000 in the Boatmen's Saving Bank at St. Louis, Missouri, which he withdrew from that bank and brought with him to Louisiana prior to his death in 1878. Also that she had over $5,000 in Ricker's Bank at Quincy, Illinois, which she took out of that bank and loaned to her nephew Isaac Lesem at that place, and that with this money of her husband's and of her own she bought the property in controversy.

The testimony of Isaac Lesem, of H. F. J. Ricker, of Ricker's Bank, of W. H. Thomson, the cashier, and of Clendennin and Meysenburg, officers of the Boatmen's Saving Bank at St. Louis, show as follows:

(Record, pp. 158–160, 165–168 and 539–540): that Joseph

Steinhart never had any money in the Boatmens Saving Bank; that October 2, 1876, Henrietta Steinhart deposited $5,100 for six months in Ricker's Bank, a certificate for which deposit was issued to her. At maturity of this deposit, April 2, 1877, Henrietta Steinhart again deposited this $5,100 in Ricker's Bank for five months. August 28, 1877, she withdrew that deposit and three days thereafter, to-wit: August 31, 1877, she deposited $5,000 of it in the Boatmen's Saving Bank at St. Louis, were it remained until April 30, 1878, when this deposit was collected by Ricker's Bank upon the certificate endorsed by Henrietta Steinhart and Lesem & Company. Six days thereafter, to-wit: May 6, 1878, Henrietta Steinhart deposited $4,700 of this sum in Ricker's Bank, and on August 6, 1878, this $4,700, with interest earned, was paid to her. This $4,700 is, so far as specific testimony shows, all the money owned by Henrietta Steinhart or her husband Joseph at the time of his death in 1878. On August 23, 1881, more than two years after the death of Joseph Steinhart and some six months after Cohn's failure, $4,700 appears to be in the hands of Isaac Lesem, who then gave his note for that sum payable to the order of his aunt Henrietta Steinhart, and on April 20, 1882, Lesem sent her his draft for principal and interest before his note was due (Record, p. 540).

The evidence more in detail is as follows:

In the early part of 1880 Simon Cohn erected a large brick store, upon which he executed a mortgage for $5,-800, in favor of his brother, Alexander Cohn, a small country merchant, who had not $5,800 to lend. This mortgage was foreclosed, after S. Cohn's failure, and the property was adjudicated to H. Steinhart, S. Cohn's mother-in-law, for about half of the pretended loan secured by said mortgage. Mrs. Steinhart is shown to be an old woman, crippled and infirm, who had been living together with her husband, prior to his death in 1878 with S. Cohn. She and her husband had not been engaged in

any business for some years, and though some witnesses testified that it was *rumored* that old man Steinhart was wealthy, yet, when he died, his succession was not opened.

Mrs. Steinhart was called as a witness by the plaintiff to sustain the charges made in the bills, that she was a *mere party interposed*—an *alter ego* of S. Cohn; that she knew nothing of the property bought in her name or the business carried on in her name, and that she had not the means to purchase the property which she pretends to have purchased. (Printed Record, p. 411.)

She was asked what property her husband had when he died? She said: "He left all his property in money." How much did he leave? "He drew five thousand dollars in Boatmen's Savings Bank in St. Louis before he came South." (R. P. 409.)

What other property did he have besides this $5,000? "I got some in Quincy, Ill. I had besides that some money at interest. I think at the time of my husband's death I was worth about $2,000." Who had this money at Quincy? "Isaac Lesem, and I had money in Ricker's Bank at Quincy." How much money did you have in that bank at Quincy; I understood you had $5,000 in Boatmen's Bank at St. Louis? "Yes, sir." When you came here you took that money and brought it with you? "Yes, sir." You stated you had some money in Quincy? "Yes, sir." Will you be kind enough to state how much? "*Over five thousand dollars altogether.* I had it in Ricker's Bank; I took it out and put it with Isaac Lesem." (Printed Record, p. 409.)

What time was that money in the bank at Quincy? "When I bought that corner house, I used that money. I drew the money from Isaac Lesem." What did you do with the money you brought from St. Louis? "Well, I bought out that other property; I bought out the brick store that Manfred Meyer had."

Which did you spend first, the money you brought from

St. Louis, or the money you had at Quincy? "Oh, that from St Louis, when I got a chance to buy that corner house."

How did you dispose of this money you brought from St. Louis, this $5,000? "I cannot recollect any more. Whenever I needed it, I spent it."

In what way did you invest this $5,000 you brought from St. Louis; you say you had it when your husband died? "I bought that brick store with it, and *bought different things*, I cannot recollect all of them."

According to the above answers, she or her husband drew $5,000 from the Boatmen's Savings Bank at St. Louis and brought it with them to Louisiana. She says she had money in the hands of Isaac Lesem, a relative, and in Ricker's Bank in Quincy. Then she answers to another question. She had "*over* $5,000 altogether. I had it at Ricker's Bank. I took it out and put it with Isaac Lesem."

In defendant's behalf, the banker Ricker testified in this case. He says that on the 2d of October, 1876, Mrs. Steinhart deposited $5,000 and $100 with him at Quincy. That on the 2d of April, 1877, he paid both certificates of deposit to Joseph Steinhart, the same having been endorsed by Mrs. Steinhart to Joseph Steinhart or order. He says, "I paid to said Joseph Steinhart the interest amounting to $178.50, and issued again to Henrietta Steinhart two certificates of deposit bearing date of April 2d, 1877, one for $5,000 and the other for $100, payable to herself or order five months after date with interest at 6 per cent. per annum, which certificates I paid to her on the 28th of August, 1877. Then again on the 6th of May, 1878, said Henrietta Steinhart deposited in my bank $4,700 for which I executed to her a certificate of deposit of that date payable to her order three months after date with interest thereon at the rate of 6 per cent. per annum, which said last mentioned certificate, *principal* and *interest* I paid to her on the *6th* of *August, 1878*. These are the only

business transactions I had with Henrietta Steinhart and the only moneys deposited by said Henrietta Steinhart in my bank," etc. (Printed Record, pp. 157-158.)

Her statement that she had moneys on deposit in Ricker's Bank and with Lesem at the same time is not true. Neither is it true that she had *over $5,000* altogether in Lesem's hands and on deposit at the bank at Quincy where her husband died. She had only $4,700 with three months' interest at the rate of 6 per cent. per annum which she drew from the bank in August, 1878, *before* her husband's death. She loaned to I. Lesem in Quincy, Illinois, on the *23d day of August, 1881*, $4,700 as shown by the note given her by Lesem and annexed to his answers. That was about six months *after Cohn's failure* and less than two months *after* her purchase of the brick store. No money was needed to pay the mortgage notes in favor of A. Cohn, which was a sham. An attempt was made to prove by Lesem, that Joseph Steinhart and Mrs. Steinhart owned moneys. He says she had when her husband died, $6,000 or $7,000. But on cross-examination, he says, he had no knowledge on the subject, beyond the $4,700 she loaned him except from *her declarations*. There is no proof that the $4,700 loaned him was *hers;* that it was not given her by Cohn for the purpose of carrying out his fraudulent schemes. It is quite certain from the evidence that $4,700 and three months' interest was the sum of money she and her husband had in August, 1878. He bought a lot in the town of Providence and built two small houses on it, and he and she were in the habit of travelling north and to the springs in the summer. This must have consumed some considerable portion of the $4,700 and 3 months' interest which she drew out of Ricker's Bank on 6th of August, 1878, between that time and 23d August, 1881, when she is said to have loaned $4,700 to I. Lesem, for during that time, she does not appear to have put that money at interest. Besides, the last illness of her husband,

at least, and his funeral expenses must have consumed a part of that money.

Her statements about the $5,000 drawn from the Boatmen's Savings Bank at St. Louis and *brought south with them* when they came here, and *which she says was used in purchasing the brick store* in July, 1881, is pure fiction.

"The deposit of $5,000 was made *31st of August, 1877*, by Henrietta Steinhart,' and it was 'drawn out' *April 30th, 1878*, being credited to Henry F. J. Ricker, a banker of Quincy, Ill., who sent the certificate to us for collection" (Printed Record, p. 165-168).

Instead of bringing that money south as she says she did, they deposited $4,700 of it with Ricker's bank, and drew it out in August, 1878.

Her testimony in relation to the money or means she had, with which to purchase the property put in her name, is manifestly *not true*.

Non constat that the $4,700, which she drew out of Ricker's Bank in August, 1878, was the same which Lesem borrowed in August, 1881, three years afterward, nor that Simon Cohn did not advance the $4,700 to her to lend to I. Lesem for the purpose of enabling her and Lesem to prove *she* had means. What did Mr. or Mrs. Steinhart do with the $4,700 between the 25th of August, 1878, and 28th day of August, 1881?

It was in *her* power to give this information, and she should have done so, when trying to prove she had money. She knew the importance of this, for in her testimony she said: "They tell me they are trying to prove I had no money. Trying to take my property for Mr. Cohn's debts" (Printed Record, p. 423).

It appears that Mrs. Henrietta Steinhart testified in the suit of Fanny Cohn v. Simon Cohn for separation of property. In that case Mrs. Steinhart said: That after they came down here she gave her daughter $2,000, which her daughter gave to Mr. Cohn. She does not remember

the exact year. Afterwards, in 1878, during the epidemic, she gave her daughter $1,000 more, which she gave to her husband, Mr. Cohn (R. p. 233, 234).

It appears from her testimony that her husband had withdrawn from business on account of his age and bad health (R. p. 425).

By her own testimony and the testimony of the officers of the Boatmen's Savings Bank of St. Louis, and the testimony of Ricker and Lesem, it is proved she did not own the money she is represented as having invested in property in Providence.

Mrs. Steinhart was asked: When did you draw the money out of the bank of Quincy? She answered: "It was——, I cannot recollect, because I think it was four years since I bought the corner house, and the *balance went to pay* on the brick store and *the goods in the store*. I could not get the store at that time. I put the *three thousand balance* in the hands of H. & C. Newman." How much did you give for the corner house? "Thirty-five hundred." What do you mean by the corner house? "The Chaffe house." And the balance was three thousand dollars you had left over? "Yes, sir." Where is that? "I took it out since then and bought something with it" (Printed Record, p. 411).

The evidence shows that the amount of the check Lesem sent her was $4,911, and the price paid Chaffe & Son for the "corner store-house" was $3,500. Only $1,411 remained therefore.

This sale was made in April, *1882*. The brick store-house was sold nearly a year *before*, in *July, 1881*. The balance, therefore, *did not go* "to *pay* on the brick store and the goods in the store," as she testified.

She was asked: "Do I understand you to say that after you bought the corner store you had $3,000 left and put in the hands of H. & C. Newmaa? "Yes, sir." Where is that three thousand dollars now? "*After I*

bought out Meyer, I had to get some things and I got that money" (Printed Record, p. 411).

That is, according to her statements, after she had bought Manfred Meyer's stock of goods and paid him $3,000, she still had $3,000 on deposit with H. & C. Newman, which she used "to get some things,"—more goods probably. Thus, according to her testimony, with $4,911, she paid for the building bought from Chaffe, $3,500, and the remainder went to pay for the brick store, sold nearly a year before for cash, "and for goods in the store" sold in 1882, and she still had $3,000 with the Newmans which she used to purchase other goods. Comment is unnecessary.

Q. What did you give Meyer? "I paid Meyer. I cannot recollect any more. Three thousand and something." What did you buy from Meyer? "I bought the stock." * * * Did you give him cash or notes? "I gave him cash and notes." How much cash did you give him? "I don't recollect." How much notes did you give him? "I don't know." Whose notes did you give him? "My notes. For how much? "I cannot say." What became of those notes you gave him? "I bought them off." When did you buy them? "I cannot say" (Printed Record, p. 411).

It is fair to presume that a person who has "stood behind the counter twenty-five years" as Mrs. Steinhart testifies she had, would know something of the property she bought and the price she gave for it, and from whom she bought it. Ignorance on these important points is presumptive evidence that she was only a party interposed, and not the real owner—particularly when coupled with the fact that she did not possess the means wherewith to purchase the property. On these points she testified as follows:

What did you do with the money you brought from St. Louis? (It has already been shown she *did* not bring

any money from St. Louis.)

Ans. "Well, I bought out that other property. I bought out the brick store that Manfred Meyer had." Q. "Which did you spend first, the money you brought from St. Louis, or the money you had at Quincy." "Oh, that from St. Louis, when I got a chance to buy that corner house." * * * What did you pay for the brick store? "I don't know. I cannot recollect anymore. My memory ain't good." About how much did you give for the brick store? "I cannot say how much I gave for it." Can you come in one thousand dollars of what you gave for it? "I cannot state, because I don't know anymore." Whom did you buy the brick store from? "I bought at sheriff's sale." You mean bought the brick store? "The brick store, yes, sir." Did you go to the sheriff's sale to buy the brick storehouse? "No, sir, I sent somebody." Whom did you send? "*I cannot say any more.*" You don't know whom you sent? "No, sir; I cannot say who." Q. Where was it bought, at what place? "At sheriff's sale." What sheriff's sale? "*I don't know.*" When did you buy the property at sheriff's sale? "I cannot say how long it was." Whom did you send to the sheriff's sale to buy the brick store for you? "*I don't know sir.*" Who owned the brick store before you bought it? "It used to be A. Cohn, he got a mortgage on it." Whom did it belong to before it was sold at sheriff's sale? "I cannot say who it belonged to." You do not know who owned and occupied the brick store before it was sold at sheriff's sale? "No, sir" (Record, p. 409, 410).

She was asked about the property known as Fireman's Hall. Q. Whom did you buy it of?

Ans. "I cannot recollect the name." What did you give for the Fireman's Hall? "It was kind of mixed. I didn't give much."

Did you give $1,000 for the whole or how much did you give?

"I don't know." Can you come within one thousand dollars of what you gave for it? "No, sir." Who occupied the Fireman's Hall before you bought it? "I forget the name of the man, he is dead" (Printed Record, p. 413).

Q. "What year did you buy the Fireman's Hall? "I cannot say." Have you any knowledge on the subject of the purchase of the Fireman's Hall more than the fact of the purchase? "No, sir." * * * How long after you had this saloon (Fireman's Hall) before it was rented? "I cannot say." Can you come within twelve months of the tine? "No, sir." Can you say it was rented for one month or two months or three months? "No, sir." Can you remember any one to whom you rented Fireman's Hall? "No, sir" Can you remember any one to whom you rented the saloon under the Fireman's Hall? "No, sir." (P. 414).

Again, in regard to the stock of goods, which it is pretended she bought from Meyer, she was asked:

Q. What was the extent of the stock you carried? "I cannot recollect any more." Can you come within one or five thousand of the amount of stock you carried in the store? "No, sir. Sometimes it was more and sometimes it was less." * * * * How much goods was sold in that store each year? "I don't know exactly." * * * Do you know the names of any people to whom you are advancing supplies this year? "Yes, sir, if *I look at the book*." Can you mention any now that you are advancing to? "No, I cannot tell unless I look at the book." Can you remember the names of any of your customers from whom you are getting cotton? "I cannot unless I look at the book." Do you know how many bales you are receiving from your customers this year? "I cannot tell exactly." Have you any knowledge of how many bales of cotton you have received from your customers so far? "No, sir." How many customers are you supplying

this year? "I cannot say." (Record, pp. 417, 418.) Her testimony shows that she does not know anything about the business or who her customers are or where they live, or from whom she bought goods. (R. pp. 417–420.)

She does not know to whom her cotton is shipped, or how many bales, but she knows it is marked "Ike,"—Cohn's son. (R. p. 420.)

She was then asked: What became of the money that you say was at Quincy, Ill. You say there was some $5,000 in the bank at Quincy. Ans. "I laid it out on property. I told you I bought the corner store with it. I laid it out *by paying my commission merchant.* (R. p. 422.)

Thus again contradicting her previous testimony.

She was asked by her counsel: "Did your husband give you any instructions before his death about what you should do with his money?" Ans. "He told me to keep it together as long as I could. (R. p. 427.)

The evidence shows that in the summer of 1880, Simon Cohn went North to purchase goods. The brick store, mortgaged to his brother, A. Cohn, was just opened. Early in the fall, large consignments of all kinds of merchandise began to arrive and continued during the fall to arrive at the wharfboat at Providence, consigned to Simon Cohn. Some of these were reshipped to various points on the river, some were taken direct to Manfred Meyer's store in Providence and some were taken to Cohn's brick store in Providence, and there opened, marked and divided into four lots. One of these portions was sent to Manfred Meyer's store, in the town, one was sent off to L. C. Callman & Co., and one part was kept at Cohn's brick store.

Manfred Meyer came to Providence with S. Cohn when he returned from the North in the fall, and boarded at Cohn's. When he took the corner store, his bedding at the store was furnished from Cohn's house and the furniture from Cohn's store.

When Cohn failed he went to clerk for Manfred Meyer

and when the brick store was sold they moved to the brick store.

The clerks, Fisher and Arrighi, went from Cohn's brick store to Meyer's. Cohn spoke to Arrighi first about clerking at Meyer's. Meyer came from A. Cohn & Co., in Tensas. He had been a clerk for S. & A. Cohn and afterward the confidential clerk and book-keeper of A. Cohn & Co. A. Cohn is the brother of Simon Cohn. The store of Meyer was stocked with the goods consigned to Simon taken from the brick store of Simon Cohn and from Cohn, the wharfboat.

Goods were also selected by Cohn and J. L. Martin at the brick store and boxed and shipped to various parties up and down the river, among others to D. Morris, partner of A. Cohn & Co.

Goods in unbroken packages were shipped to various parties from the wharfboat, after changing the marks thereon, and were also sold in town in unbroken packages to merchants and others at low rates—some below cost. Cohn instructed his clerks not to let the price stand in the way of sales. In this manner, by the end of December, he had gotten rid of the large stock of goods, estimated by witnesses at about $75,000, except a comparatively small remnant, which was attached by Newman & Co. Wm. Rous testified that Cohn "was a merchant, doing a general mercantile business in the town of Providence." Witness is also a merchant doing business in the same place. Mr. Cohn's business was not that of jobber, but that of an ordinary retail merchant. The term jobber, as here used, means a person who sells to other merchants in large quantities. Witness stated that in the fall, just before the institution of the attachment suit, he bought from Mr. Cohn, and knows of other merchants buying from him, goods *at less than their market value, and less than they could be bought elsewhere and delivered here for.* This was contrary to the usual course of business and unusual.

The good thus sold were staple goods, such as do not become unsalable. Some of these goods were sold immediately upon their arrival, and *delivered from the wharfboat*, without the packages being broken.

With this class of goods Mr. Cohn was not overstocked at that time, but sometimes he sold himself short. Witness states that Providence is a small town, and that the manner of doing business as detailed by him, was very irregular and out of the ordinary course of doing business in this place and contrary to the manner in which Cohn had previously been conducting his business" (Rec. p. 22).

I. C. Pitman and Egelly corroborate this testimony (Rec. p. 22, 23).

The witness, J. M. Kennedy, corroborates the foregoing testimony, and he adds, he "knows from statements made to him by Mr. A. Cohn, that two or three weeks previous to the institution of the attachment suit, he had sold large quantities of his goods to other merchants in the original packages, and that these goods were delivered from the wharfboat, and never went into Mr. Cohn's store. That some of them were shipped down the river from the wharfboat to a merchant in the town of Milliken's Bend," etc. (Rec. p. 23).

O. J. Arrighi testified as follows (Rec. p. 250-9, 273-8):

John L. Martin, Eugene Leddy, Louis Leddy, Nathan Reinstine, William Fisher, W. D. Arrighi and witness were in the employ of Simon Cohn. This was in the fall of 1880. He was hired by Johnnie Martin. * * * About the first of October, 1880, he went over to the Manfred Meyer store.

Q. Who else went with you?

A. "Will Fisher; when I first opened the store and put up the goods I was alone, afterwards Will Fisher, who was in the employ of Simon Cohn, came over and took employment. He came from Quincy, Ill." * * *

Q. How long did you continue in the employ of Manfred Meyer?

A. "Until the following February, the beginning of February."

Q. How long had Manfred Meyer been in Lake Providence when you went over to that store?

A. "Two or three days, not more than that."

He also states that there were probably a dozen boxes of goods in the store when he went there—none on the shelves—he cleaned the shelves himself. He says Manfred Meyer made his home at Cohn's house but slept at the store.

Q. Where did the furniture and bedding come from?

A. "From Cohn's. The furniture came from the brick store and the bedding from Cohn's house." He says: "Martin told me the business at the brick store did not justify so many clerks; that Meyer was going to open and that I had better go to see him. Then Cohn came to me and spoke to me about Meyer going to open up a store, and if I went with him I would get the same wages he was giving me. I met Meyer that night, or the following, and he asked me if I was going to work for him," etc.

Q. You think Cohn had something to do with getting you a place at Meyer's?

A. "Yes sir; Meyer had never seen me before. He didn't know anything about me."

He says that Fisher came to clerk at the Meyer store about one week after he did. He says he cleaned up the store and opened the packages containing the goods.

Q. How long after you got the first boxes of goods opened and put up before other goods arrived?

A. "They were arriving all the time from the time I got the place opened. Goods were coming in all the time."

Q. Where did those goods come from?

A. "Some came from the wharfboat, some from the upper landing and some from the brick store." * *

He says: "Wash Stewart hauled the goods in the daytime and sometimes as late as 8 or 9 o'clock at night."

Q. As a matter of truth, didn't those goods that you put up in that store mainly come from the brick store?

A. "Well the greater portion of them did. That is, the first goods."

Q. Did you recognize any goods that were being received by Manfred Meyer—any of the groceries and dry goods, or other goods, that you had seen in the brick store?

A. "Yes, sir; there were some of them I recognized; that is, they were similar to those I had seen there."

He says he heard "Wash Stewart say Simon Cohn was supervising the moving of the goods himself."

Q. Who seemed to attend to that branch of the business, Meyer or Cohn?

A. "Well, both of them; but Cohn most of the time."

Q. How long were you filling up the store with goods after you opened up?

A. "A week, I guess, such a matter."

Q. Did you see any boxes come in there with S. Cohn's name marked on them?

A. "I have seen boxes come in there that had erasures on them, where a name had been scratched off and a new one put on."

Q. Did the name look like it had been freshly done?

A. "Oh, yes, sir."

Q. In whose handwriting did that seem to be done?

A. "I know some of it was in Martin's handwriting, and some was Leddy's, and some was my own brother's."

Q. You mean the marking on those boxes was done by the persons you have named?

A. "Yes, sir."

Q. And seemed to have been recently done?

A. "Yes sir, it seemed to be quite fresh."

Q. "Where did those boxes come from that seemed

to have been marked in that way; from the brick store, I suppose?

A. "They could have come right from the wharfboat."

Q. Some came from one place and some from another?

A. "Yes, sir; and I have heard some were marked on the wharfboat."

Q. You have stated that the marks on the boxes of goods were put on here in Lake Providence?

A. "Yes, sir."

Q. What were the marks on the boxes?

A. "M. Meyer."

Q. Could you see indications on the boxes that the original marks on them had been changed?

A. "Yes, sir; on some of them it was quite plain."

* * * *

Q. The boxes bore indications that the original marks had been scraped off?

A. "Yes, sir."

Q. And new marks substituted?

A. "Yes, sir."

Q. And the printing or marking was in the handwriting you have named?

A. "Yes, sir."

Q. You have said that there were half a dozen or so of boxes of goods in the store when you first went there; what was the probable value of those goods?

A. "It was a good deal; but as to the value I could not say."

Q. What proportion would they have to the whole stock, as much as one-quarter or one-half, or more?

A. "A very small per cent."

Q. I mean what proportion did the goods in those boxes bear to the entire stock in the store after you got all the goods in?

A. "It was quite small compared to the entire stock, because we had a large stock."

Q. How long was it after you began getting the goods in before the entire stock had been received?

A. "Well, I don't know, sir; we were getting in goods all the time. I didn't get a chance to put many of the goods up before more came; goods were coming in all the time." * * * *

When asked how long was it before the store was filled up, witness answers: "It was more than a week, probably ten days, I can't say positively." * * *

Q. About what was the value of the stock of goods in theManfred Meyer store when it was filled up, just approximate it, was it as much as $8,000 or $10,000?

A. "Yes, sir; at least that much; there was a complete stock of dry goods and staple groceries."

Witness further stated that it was one of the largest stocks in Lake Providence, and that Manfred Meyer came from Tensas parish and had been engaged in business there with A. Cohn, brother of Simon Cohn.

Q. At the time you left Simon Cohn had he commenced shipping his goods up and down the river?

A. "Oh, yes; before he came back even, goods were going up and down the river. Martin was attending to the business for him."

Q. Where had Cohn been?

A. "He had been off buying goods."

Q. Was it your understanding that these goods were being reshipped up and down the river by Martin?

A. "Yes, sir."

Q. Martin was reshipping the good as they arrived?

A. "Yes, sir." * * *

Witness says that after the goods were put up, Cohn went backward and forward to the store and talked to Meyer.

Q. From what you could observe did you infer that

Simon Cohn was interested in that business? From what you could judge of his actions, did you consider that he had an interest in that store?

A. "Well, I should judge so."

Q. The indications were that he was a party in interest in that store?

A. "Yes, sir; there were indications of that kind."

Witness further testified that Fisher had no means; "that is, said he didn't."

Witness repeats that he could recognize the marks on the boxes as having been done by the parties he named, Cohn's clerks. Witness states that Cohn and Manfred Meyer came together.

Q. You mean that Simon Cohn brought him with him?

A. "Yes, sir; that was the first time I ever saw him."

Q. About what month was that?

A. "I think it was the latter part of September, 1880."

Witness further states that as soon as they got there they opened the store on Lake street. "I was told the store was to be opened up, the day they got there, by Johnnie Martin." Martin told him the store was to be opened and suggested that he would get business there. Soon afterwards Cohn "told me that Meyer was going to open up his store, and that he was a nice man to work for, and that he would pay me the same wages that he was paying."

Q. What did Manfred Meyer say to you about it after you had this conversation with Cohn?

A. "He asked me if I was going up there to work for him. I told him that he hadn't spoken to me about it."

Q. What did he say then?

A. "He said it was all right. He said he would pay me the same wages that Cohn was, and that I had better go up there and go to work."

Witness went there, cleaned up the store and commenced opening the goods. Wash Stewart's dray was busily going backward and forward bringing goods. * * *

Q. Did Johnnie Martin have any knowledge about those goods having been taken over to Manfred Meyer's store and about the reshipping of other goods?

A. "He was main manager and, I judge, knew all about it."

Q. Supervised the hauling of the goods?

A. "Yes, sir; both backward and forward to the boats. In fact he knew all about it. I will swear to that."

Witness testifies that there was a general stock of goods of all kinds put up in the Manfred Meyer store. * * *

Witness says he received a letter from Simon Cohn in August, 1887. It was written by B. F. Therrel for Simon Cohn. Thinks he destroyed the letter and it is out of his power to produce it. The letter was written by Therrel and signed by Cohn. In the letter he said "an investigation was going on and that Judge Wyly was trying to prove fraud on the part of Simon Cohn in his failure and about the transactions at the Manfred Meyer store and the Cohn store, and that they did not want me to do them any injury in my testimony. That was the substance of the letter."

Witness said he had a very full knowledge of the Manfred Meyer store.

Q. Will you explain now as near as you can when the goods came in and where they came from?

A. "The goods came in very rapidly. They were constantly coming in big lots at a time and the best of goods, general merchandise, everything pertaining to a general stock."

Q. Where were they principally brought from?

A. "Well the principal portion of the goods came from Simon Cohn's."

Q. Brought by Wash Stewart's dray?

A. "Yes, sir; the first goods that came there came from Simon Cohn's."

Q. Manfred Meyer's store was filled up with goods from Simon Cohn's stock?

A. "Yes, sir."

Q. I think you estimated the goods, at how much?

A. "Well, it was a tremendous stock of goods. I believe it was worth $8,000 or $10,000."

Q. Not less than that?

A. "No, sir; I don't believe that would cover it."

Q. And you say you think the bulk of goods came from Simon Cohn's store?

A. "I don't think it, I know it."

Q. How was that business conducted there? Was it a cash or credit business?

A. "During my time it was all cash. There were a few of Simon Cohn's old customers—I don't know how the thing was fixed up—but they got some goods and brought in cotton for them."

Q. Parties that Simon Cohn had been supplying?

A. "Yes, sir."

Q. You mean to say that after Simon Cohn was closed up, some of his old customers came around to Manfred Meyer's store and traded there?

A. "Yes, sir."

Q. Manfred Meyer continued the business of supplying them?

A. "Yes, sir."

Q. You think that Simon Cohn's best customers came over to Manfred Meyer's and continued their business there?

A. "There was not a great many of them, only a few; but I judge they were the best of them."

Q. They continued their business with Meyer and carried out their contract with Cohn?

A. "Yes, sir."

He further says that the cotton was brought to Manfred Meyer's store and that Cohn was there backward and forward.

Q. So far as you could judge, did you consider that Cohn was one of the parties in interest in that store?

A. "Oh, yes, sir."

Q. Did you or not consider that Simon Cohn was the real owner of the Manfred Meyer store?

A. "Yes, sir; I knew it from their talk and from the way they acted."

Q. Did you regard that business as a sham when it was done in Manfred Meyer's name?

A. Yes, sir."

Q. Having a knowledge of the course of the business, their relations to each other and the circumstances under which Meyer came, you thought the business being put in Manfred Meyer's name was a sham?

A "Yes, sir."

Q. What was the impression produced on your mind as to the true business relation existing between Meyer and Cohn?

A. "I thought Meyer was only a cover for Cohn."

* * * * *

Q. Did Cohn pay any of his creditors, as far as you could tell?

A. "I don't think he did. Not to my knowledge."

Q. What was the character of that failure, as far as you could judge?

A. "It was a swindle." * * * *

Witness says that he knew some of the goods were shipped off by Cohn.

Q. So far as you could observe, were the goods being run off to put them out of the way of his creditors?

A. "Yes, sir; I think so."

Q. Did you consider that Simon Cohn was conducting a legitimate business prior to his failure?

A. "No, sir."

Q. What induced you to think so?

A. "First, there was a big lot of goods coming and the business did not justify such a large stock; and then, as fast as the goods arrived, they were sent somewhere else, or sold right off. It did not look straight to me." . . .

Q. Did there seem to be a desire to remove the goods or sell them and get them out of the way of his creditors?

A. "Oh, yes, sir."

Witness further stated that he examined the bill of lading-book and said the entries were mainly in the handwriting of V. M. Purdy. He said it was not customary for the merchants to ship elsewhere large quantities of goods. . . . He said the clerks at Cohn's were engaged in unpacking, marking and repacking goods. They worked hard night and day and on Sundays. Cohn was active in getting rid of his goods.

Q. What sort of goods were brought from Meyer's to Cohn's store?

A. "The choicest kind of goods." . . .

Witness says Cohn commenced moving his goods rapidly after his return from where he had been buying them. (R. p. 250-259-273-278.)

W. D. Arrighi testifies as follows (R. p. 259-73):

He was clerking for Simon Cohn at the brick store in the fall of 1880. Was employed early in September by Johnnie Martin while Cohn was absent buying goods. . . Says Martin was general manager, book-keeper, etc. That Manfred Meyer came with Simon Cohn when he returned. Cohn had been absent buying goods. Bought a large stock in the fall of 1880—dry goods, groceries, everything of a general stock; hardware, furniture, boots, shoes, hats, caps, clothing and jewelry—a very large amount of goods. He rented a store to put the furniture in. Nathan Reinstine was the clerk who had charge of the furniture business. The goods began to arrive early in September, 1880. He says

Cohn's clerks were Robert Cook, Louis Leddy, Eugene Leddy, John Martin; myself and brother came afterwards. When Simon Cohn came back he brought Will Fisher and Nathan Reinstine. Fisher came from Quincy, Ill. He boarded with Simon Cohn, after he went to clerk at the Meyer store, seemed to be very intimate with Simon Cohn, was treated as a member of his family. Manfred Meyer also boarded with Simon Cohn; was very intimate. He opened the store soon after he arrived. O. J. Arrighi and Fisher clerked for Manfred Meyer.

Q. How long after they came to the store before they began to ship goods—reship goods from Lake Providence; Simon Cohn, I mean?

A. "Well, when he came from the North and West, where he had been buying goods, the goods began to be shipped immediately. The goods began to come in rapidly."

Q. When did they begin to reship goods? About what time? You can refresh your memory by referring to that book (handing witness bill of lading book filed in evidence in connection with the testimony of V. M. Purdy).

A. Witness, after examining bill of lading book, says: "Well, it was about September, the early part of September."

Q. Were those goods reshipped by instructions of Simon Cohn?

A. "Yes, sir."

Q. Did Johnnie Martin have any knowledge that these goods that came to Simon Cohn were to be reshipped elsewhere?

A. "Well, I should think so, occupying the position he did. They were inseparable companions and I should think he ought to have known all about it. I received as many orders from Martin as I did from Cohn."

Q. Did you supervise the shipping of the goods?

A. "Yes, sir; some."

Witness says Martin kept an account of all the goods that went out and supervised the business generally.

Q. Have you any knowledge of any goods having been sent to C. L. Callman at Milliken's Bend?

A. "Yes, sir."

Q. Was there a pretty full stock of goods sent down there to him?

A. "Yes, sir; several times goods were sent to him to my knowledge."

Q. By whose instructions were those goods shipped down to C. L. Callman & Co. By Mr. Cohn?

A. "Yes, sir."

Witness states that he went to Milliken's Bend with Simon Cohn in the early part of October, 1880, when he became acquainted with Callman.

Q. What was the object of your visit to Milliken's Bend?

A. "Cohn had business with Callman."

Witness said that Callman had already opened the store and put the goods on the shelves and that Cohn afterwards shipped him goods.

Q. What was your understanding about those goods; did you understand that Simon Cohn was interested in that business at Milliken's Bend, furnishing goods, etc.?

A. "Well, I thought so."

He further stated that he considered Simon Cohn interested in that business. . . . He says he supervised the shipping of some of the goods to Callman; says: "yes, I marked a good many of these goods for C. L. Callman & Co." And he recollects shipping the goods as shown by the bill of lading book before him. (R. p.)

Q. Then look at the other shipments (on the bill of lading book) and state whether you remember having marked any other goods for any other parties?

A. "Oh, yes, sir; I marked goods for all these parties: Max Stockner, Sep. 21st; C. L. Callman & Co.; I

believe that is the same date; E. Stockner in September, also Dreyfus, Wildcat Landing, that was in October."

Q. Will you state in a general way after examining the bill of lading book whether or not you marked most of the goods purporting to have been shipped by Simon Cohn while you were in his employ?

A. "Yes, sir; I did."

Q. By whose directions did you mark and ship those goods?

A. "Simon Cohn's."

Q. Were those goods shipped off in original packages?

A. "No, sir."

Q. Were they boxed up?

A. Yes, sir; all goods that came into the store were opened and marked."

Q. You mean the prices were marked on the goods?

A. "Yes, sir."

Q. And they were afterwards boxed up and shipped?

A. "Yes, sir."

Witness further states that when the goods were opened in the store the purchase price was put upon them. That Johnnie Martin called them off and he and the other clerks marked them; the cost was marked on the goods. · · · He further states that Wash Stewart hauled the goods from Simon Cohn's brick store to Manfred Meyer's store.

Q. Were the goods put up in boxes that were drayed from Simon Cohn's store to Manfred Meyer's.

A. "Yes, sir."

Q. Who supervised the boxing of the goods when they were sent over to Manfred Meyer's store?

A. "Why, as a general thing, the goods would be laid aside and the boys would be instructed to pack them for Meyer's store."

Q. Did John L. Martin know of goods being sent to Meyer's store?

A. "Yes, sir."

Q. The clerks in the store would pack up the goods to be sent over to Meyer's store?

A. "Yes, sir."

Q. I understand you to say that you would sometimes get orders from Simon Cohn and sometimes from Johnnie Martin to box up goods and send them over to Meyer's store?

A. "Yes, sir."

Q. I will ask you about what kind of goods were sent over there?

A. "Principally dry goods."

Q. Did you box up and send a good many?

A. "Yes, sir; sent a good many over."

Witness further states that the Manfred Meyer store was filled up in a few days, and that the goods were hurried over there.

Q. The dray was running steadily, was it?

A. "Yes, sir."

Q. Did you supervise the marking of goods that were taken to Manfred Meyer's store?

A. "Some of them were marked and some were not."

He further states that he and the other clerks were active in attending to that mater. He says that Cohn continued to receive goods, large quantities of goods, after he returned home, after purchasing them. He says that Cohn's goods were principally received from the wharf-boat.

Q. So far as you could judge, was or not Simon Cohn forcing his goods on the market in the fall of 1880; trying to get rid of them?

A. "Yes, sir; he was."

Q. Cutting prices very low?

A. "Yes, sir; I was instructed not to let a customer

leave the house without selling him."

Q. He was pushing up the sales, was he?

A. "Yes, sir; he said he needed money and not to stand on a price."

Q. Where did Manfred Meyer board when he came to Lake Providence?

A. "At Simon Cohn's."

Witness further states that he seemed to be intimate as a member of the family there; also that Will Fisher boarded at Cohn's after he commenced clerking for Meyer.

Q. Did John L. Martin seem to have much means of his own??

A. "No. sir."'

Witness further states that Callman had not been to Lake Providence before he and Cohn went down to Milliken's Bend. That the Callman store was pretty well filed and Cohn instructed that goods should be shipped afterwards to Callman to replenish his stock, and the shipments were made.

Q. While you were shipping all these goods for Simon Cohn did you consider he was doing a legitimate business or otherwise? What was your idea about it?

A. "I thought he was in partnership with them."

Q. From what you could see Simon Cohn was interested in all of these shipments?

A. "Yes, sir."

Q. Who did the writing for Simon Cohn?

A. "John L. Martin?" * * * *

Q. When you went down to Milliken's Bend with Simon Cohn, did he take any goods along that trip to Callman?

A. "I overheard him and Martin talking and, as well as I remember, there were some goods for Callman taken down."

Witness also states that Reinstine also boarded with Simon Cohn.

Q. Please examine the bill of lading book and state who marked and shipped the goods to A. Cohn, November 1st, 1880, to Hard Times Landing?

A. "Simon Cohn selected them."

Q. What did they consist of?

A. "Household furniture and carpets."

Q. How were the goods marked?

A. "E. Hard Times Landing."

Q. Who were they selected for?

A. "S. Elgutter."

Q. Do you remember the occasion of the shipment of that furniture to Elgutter?

A. "Yes, sir; he was going to get married and that was to fix his house up with."

Q. Was he in any way related or connected with Simon Cohn?

A. "I believe he was."

Q. Did he come to Lake Providence when those goods were selected and shipped?

A. "No, sir."

Q. Was D. L. Callman in Lake Providence when the goods were selected and shipped to him?

A. "No, sir."

Q. Who attended to the selecting of the goods that were marked and shipped to C. L. Callman & Co.?

A. "Simon Cohn and Martin."

Q. Who usually selected the goods that were marked, packed and shipped to different parties?

A. "Cohn and Martin together. There was nothing that one did that the other did not know about it."

Q. Did Manfred Meyer select all of the goods that were sent around there?

A. "No, sir."

Q. Who usually selected the goods for Meyer?

A. "Cohn."

Q. Simon Cohn?

A. "Yes, sir."

Q. Have you ever examined the books of Simon Cohn?

A. "Yes, sir; I have seen the books."

Q. How was his book-keeping usually done? In one set or two sets of books?

A. "He had two sets of books."

Q. Will you explain about that; how it was?

A. "He had two sets of books and made entries in both of them at the same time. On one occasion I made some entries in the books myself."

Q. What was the purpose of keeping two sets of books, as well as you could ascertain?

A. "I judge it to be for the purpose of fraud."

Q. Explain that. How was it done? How were the books kept?

A. "Well there was one set marked paid or credit, the other was all debtor."

Q. What do you mean by "marked paid?" Explain?

A. "Well, if there was a bill of goods sold, they were credited on one set and debted on the other set—no credits at all."

Q. What seemed to be the purpose of keeping this double set of books?

A. "As I said before, it looked to me like a fraud on his creditors."

Q. Explain?

A. "It was for the purpose of defrauding his creditors."

Q. Do I understand you to say the object of the double set of books was to mislead the creditors in case they came to examine the books?

A. "Yes, sir; that was my impression."

Q. Would one set of books show the business to be in a different condition than the other set would?

A. "Yes, sir; one set was for the creditors. They showed the goods sold and paid for; the other set was a

memorandum for the office to show who had paid for goods and who had not."

Witness further stated that when he left Lake Providence he went to Hard Times Landing to clerk for A. Cohn & Co. D. Morris was a partner in that firm. A. Cohn was a brother of Simon Cohn. They had a large store and witness thought he recognized goods in that store that came from Simon Cohn's.

Q. Did you ascertain where Manfred Meyer had been working before he came to Lake Providence?

A. "He was book-keeper for A. Cohn & Co."

Witness further says that was just before he came to Lake Providence. He says nearly all the entries in the bill of lading book were in the handwriting of V. M. Purdy. He says he thought that Cohn was doing a mighty reckless business. It was not legitimate business. Thought he was forcing his good on the market.

Q. Did you consider that he was preparing for a failure by getting rid of his goods so rapidly?

A. "Why, yes, sir; I knew he could not last long the way things were going. That was why I left his employ and sought employment elsewhere."

Q. Please explain how the good were distributed when they were opened out after they were received at Cohn's store?

A. "They were opened out and marked and divided into four lots. Stockner got a portion; Meyer a portion; C. L. Callman & Co. got a portion; and a portion remained in the store. What was not sold remained in the house. Witkowski also bought some. The goods were laid in four piles until we got through marking them. Then we received instructions from either Martin or Cohn, sometimes both talking at once, how to mark the goods and who to ship them to."

Q. The goods were generally distributed in that way?

A. "Yes, sir."

Q. That was the only selection that was made of them?

A. "Yes, sir."

Q. Well, now, this distribution gave a good deal of work to the clerks?

A. "Yes, sir; handling goods three or four times."

Q. Did that business go on continuously during the fall of 1880?

A. "Yes, sir; during the time that I was there we worked at it every day and often at night."

Witness further states that the clerks worked Sundays and worked hard in distributing and sending off the goods.

Q. And they were shipped off in the manner you have stated?

A. "Yes, sir; a whole case of one kind of goods, one color and one stamp, were divided up into four lots; four divisions made of it."

Q. As fast as they came into the store?

A. "Yes, sir."

Witness stated that the proceeding did not look reasonable. That with the exception of Stockner, who picked a few of his goods, all the goods were distributed and shipped off without having been selected by anyone, more than the division into the lots referred to.

Q. Did that seem to be the usual course of business?

A. "No, sir; I regarded it as a swindle, either that or that Cohn was partners."

Q. With the parties to whom he was distributing the goods?

A. "Yes, sir."

He further stated that the business was not legitimate; that it was a mere distribution of goods without reference to cost or value.

Q. It was a mere distribution of goods to suit the purposes of Simon Cohn?

A. "Yes, sir; it looked to me as if he were trying to get rid of the goods in any way he could. It looked to me

like he did not know what moment he would be attached. He was getting rid of the goods to save them by scattering them around among different persons" (Record, pp. 259-273).

Wash Stewart testified as follows (Record, p. 179):

Answer to 4th interrogatory: Says his principal occupation while in Lake Providence was in hauling for Cohn & Meyer.

Answer to 5th interrogatory: He says he hauled five or six years for Simon Cohn. "I hauled for him while the store changed hands two or three times. * * * * * I did all his hauling from the time his store burned down, in 1878, I think. I also drayed for Manfred Meyer; I couldn't say exactly the years. * * * I did all his daying until he and Mr. Cohn went into partnership, then I did the draying for both of them," etc.

Answer to 7th interrogatory: "Part of the goods were shipped in Meyer's name by the wharfboat, and some in *Cohn's name*. Cohn's store was nearer the wharfboat. Cohn always gave me orders to stop at his store first. He would take off of the loads what goods he wanted, and would send the rest over to Meyer's, whether they had his own name or Meyer's name on them."

Answer to 8th interrogatory: "All the time Cohn had goods hauled to Meyer's from his store. We were always fussing about the pay for hauling goods to Meyer's store. He said I was doing all the hauling, and I ought not to charge him anything for hauling such a little distance. Simon Cohn instructed me to haul all the goods from the wharfboat past his store, and some he took, and some he sent to Meyer's."

Answer to 9th interrogatory: "I hauled all times, day and night, often as late as nine. Every two or three days whenever he would get a bill of goods, they always divided up. This was kept up until Cohn failed. All this was done before the store was attached."

Answer to 10th interrogatory: He says: "I have answered, that I took Cohn's goods from the wharfboat past his store to Meyer's store and this was done before Cohn's failure. There were some twenty or thirty dray loads. It was in day and night-time both."

Answer to 11th interrogatory: He says: "I hauled all the goods at the direction of Simon Cohn. He always settled all the bills for hauling to both stores for the first big lot of goods. What came from the wharfboat in Meyer's name, Meyer paid for and for the hauling between the stores. I have seen Simon Cohn's goods in Meyer's store lots of times."

Answer to 12th interrogatory: He says: "Sometimes Cohn would take only one or two boxes off of a load, which all had his name on them, and send the others over to Meyer's. I can't say particular how many boxes with Cohn's name on them I saw at Meyer's."

Answer to 13th interrogatory: He says: "I do not know anything about the dray load at midnight. I know of a great many loads being hauled 'twixt eight and nine at night, they were hauled up the very last day before Cohn failed. I have told in a previous answer about the goods being hauled at night-time. I don't know anything about any one else hauling any goods there. He (John L. Martin) was there and oversaw the packing of goods that were sent over to Meyer's. He was head clerk at Simon Cohn's."

* * * * * * *

Answer to 15th interrogatory: He says: "I was the principal drayman for Manfred Meyer when he kept store in Lake Providence. He did not do any of the directing. Simon Cohn always ordered me to take the goods to Meyer's."

* * * * * * *

Answer to 18th interrogatory: He says: "When the

goods first came, Cohn paid the bills and after that Meyer paid his own bills."

Answer to 19th interrogatory: He says: "He (Cohn) was over there two or three times a day, and whenever the new goods would come he would be there and be talking with Meyer. He would walk around the store of Meyer, but did not seem to give any orders."

Answer to 20th interrogatory: He says: "When he (Cohn) shipped the goods I knew they went down the river, and I thought they went to Hard Times Landing, but he shipped so many I couldn't keep track of where they went. When he opened again, *I noticed lots of the goods coming back in the old boxes.*"

Answer to 21st interrogatory: He says: "Yes; I drayed goods there; I couldn't say how many boxes," etc. (Meaning that he drayed Cohn's goods to the wharfboat to be shipped elsewhere.)

* * * * * * *

Answer to 25th interrogatory: He says: "Simon Cohn was in the store (Manfred Meyer's store) two or three times a day and he acted very much as if he was interested in it."

26th interrogatory: Did he take charge or manage business in the store after Manfred Meyer moved it to the brick store formerly occupied by Simon Cohn? Was he often seen in that store managing the business?

Answer to 26th interrogatory: He says: "Yes, sir; they were just the same as two brothers."

27th interrogatory; Did or not Simon Cohn manifest as much interest in the store of Manfred Meyer after it was moved to the brick store as he had done formerly when he had owned that store?

Answer to 27th interrogatory: "There wasn't much difference."

28th interrogatory: After the store was put in the name of Mrs. Steinhart, who run it, or seemed to control

its business affairs? If you say Simon Cohn did, state whether or not his control was exercised in the same way as formerly when the store was in the name of S. Cohn?

Answer to 28th interrogatory: "Cohn was there just the same. Fisher was head clerk at that time" (R. pp. 179–182).

The testimony of S. T. Lemay corroborates the foregoing (R. pp. 397-408).

So do the entries in the bill of lading book, kept on the wharfboat by V. M. Purdy. See extracts from said book (Record, pp. 332-337).

It will be seen from the testimony of V. M. Purdy, the wharfboat keeper, that he was very unwilling to produce this book or to testify in relation to the matters inquired about, notwithstanding a *subpœna duces tecum* had been served on him. He delivered the book to one Fisher, Manfred Meyer's clerk, and then pretended he did not have it. He was also president of the telegraph company at Providence, who caused the telegrams at the office to be destroyed to prevent the plaintiff's attorney from procuring them. See testimony of Thomas Fatheree (R. p. 202). S. Cohn induced him to have the telegrams destroyed (R. p. 309).

"*Contra spoliatores, omnia præsumuntur.*"

Purdy's testimony and his bill of lading book corroborates fully the testimony of the witnesses already mentioned above (R. pp. 288-337).

The testimony of Mr. and Mrs. Campbell prove that they saw carpets at Meyer's store which they had just before seen at Cohn's brick store (R. p. 185). The witness O'Brien says he saw persons hauling goods to Meyer's store from towards Cohn's store between 11 and 12 o'clock at night, shortly after Mr. Meyer opened his store at Providence (R. p. 477). He told his friend Morgan. Morgan advised O'Brien to make Cohn pay him what he owed him. He testifies that Morgan said to him "let me go and

see Cohn." "Well," says I, "you can." He went to see Cohn and came back. He says, "I believe this is fixed." Cohn met O'Brien on Levee street and called to him, He said, 'I will give you a ten dollar bill here.' I said 'what is that for?' He says, 'This is on payment for the work you did.' He said, 'I can give you this ten dollar bill now, but I am pushed and I will give you the balance I owe you some other time" (R. p. 481).

The evidence shows that Manfred Meyer commenced doing business in two or three days after coming to Providence with Simon Cohn in October, 1880. That two of Cohn's clerks, went from Cohn's brick store to Meyer's. They opened, unpacked and placed on the shelves the goods sent from Cohn's brick store and the wharfboat, which had been consigned to Cohn. One, at least, of these clerks, Arrighi, was first spoken to by Cohn to clerk at Meyer's store. Cohn himself was in that store frequently, apparently taking an interest in it.

Cohn's remnant of goods was attached by Newman & Co. in December, 1880. Cohn went to *clerk at Meyer's.* He remained there until Meyer sold out to Mrs. Steinhart in 1882, being apparently interested. See testimony of Lemay, O. J. Arrighi, and of his brother, and Wash Stewart and others. When Henrietta Steinhart had gone through the form of buying out Meyer, Cohn continued in the store, nominally as the *agent* of Mrs. Steinhart, and controlled the store as owner, buying goods and cotton and *shipping the cotton in the name of his son,* "Ike" (R. p. 420).

The goods attached by Newman & Co., in Cohn's store, sold for $5,452. *Manfred Meyer* bought to the extent of $1,120.

There is no proof in the record that Cohn paid any of his creditors anything from the sales of his goods in the fall and winter of 1880. What became of the proceeds of said sales?

J. L. Martin, the chief clerk and book-keeper of Cohn, testified as follows: * * "We had done a good business the year previous, and I suppose he expected to do a better business that year. * * The year before Mr. Cohn did not get enough, we did not have enough goods for the trade we did. He kept ordering all the time. The following season he bought a large stock of goods so we would not have to be ordering all the time. * * I know he had a large stock of goods. * * It was larger than we had the year before. * * I don't think it was twice as much, but I can't say positively" (Rec. pp, 456, 457).

Q. How can you say the stock was valued at ten to fifteen thousand dollars during the year of the failure when the invoices from Evansville, St. Louis, Baltimore and other bills exceed forty thousand dollars? (Rec. pp. 457, 458).

A. "Well, he had a furniture store, too. Of course he had been selling goods all along. I did not say exactly how much stock he had. I don't know exactly the amount of stock he had" (Rec. p. 458).

This witness was the book-keeper of S. Cohn in 1880.

"We have taken in as high as five and six thousand dollars during the month; we have taken in as high as one thousand dollars during the day. * * That was not a very common thing, but we have taken in five and six hundred dollars for several days; Christmas eve I think we took in over one thousand dollars" (Rec. pp. 459, 460).

The attachment was levied on the 27th of December, *three days after this*, and yet S. Cohn testified he had only $1,000 when he was closed up, and *that* he had lost at cards, etc. (Rec. p. 545).

The books and accounts of S. Cohn have not been produced. He and his book-keeper testify that they were taken possession of by the sheriff when the store was attached. The sheriff's returns show that he attached the goods, etc., "together with the *books of accounts and other*

evidences of indebtedness to defendant, as per inventory and statement hereto attached," etc. * * "This day seized the accounts, etc., $250." At the sale no appraisement or sales of these accounts were made. The evidence of W. J. Arrighi shows that Cohn kept *two sets of books.* The testimony of Cohn, Martin and Arrighi also shows that the goods sold in the fall of 1880 were sold for cash. What became of the proceeds of the sale of that large stock of goods?

Cohn says he bought cotton and shipped it to his commission merchants and creditors, S. B. Newman & Co. This is manifestly a prevarication. The account current of S. B. Newman & Co., which Cohn confessed was correct, shows that he drew drafts on S. B. Newman & Co. for $6,062 *in excess of* the proceeds of the cotton shipped them between the first of September and the end of December, 1880.

The bill of lading book, extracts from which appear in the record at pages 333-7, shows the shipments of cotton to S. B. Newman & Co., and they correspond with the cotton accounted for by S. B. Newman & Co. This bill of lading book also shows that Cohn *did not* ship all his cotton to Newman & Co., but he shipped some to H. Abraham & Co., in the mark of "Ike," his son. He was asked, "who got the benefit of the cotton you bought?" and he answered, "S. B. Newman & Co."

Cohn says "he must have had fifteen thousand dollars'" worth of goods on hand, when he sold the lot of goods to D. Morris. "I think perhaps more." This was a short time before the failure. He also says: "I had notes and accounts to collect."

* * * Q. What was the cash value of all you had on had? A. "About *sixty thousand* dollars" (R. 546).

It is manifest that *his books and accounts* were not attached, if he states the truth, for those that were attached

were inventoried and appraised at *$250* only. He says he paid out about $7,000, or $8,000. He paid some friends by *drawing* on S. B. Newman & Co., but the cotton he shipped to cover his drafts amounted to much less than the amount of his drafts, as shown by S. B. Newman & Co.'s account current.

No one can have the hardihood to contend that S. Cohn's failure was not fraudulent, or that he did not get a very large amount of money from the sales of his goods in 1880, which *he* has not accounted for, but which, it is submitted, has been in part invested in real estate and personal property, put in the name of Mrs. Steinhart, his mother-in-law.

It is submitted that the evidence in this record shows that neither J. L. Martin nor S. Cohn is worthy of belief.

They are contradicted by O. J. Arrighi and W. J. Arrighi, by Wash Stewart, by O'Brien, by Rous, Egelly, Pittman, Kennedy, by Purdy and his bill of lading book, in many particulars. Particularly when they testified that they did not know that goods were sent from Cohn's brick store to Meyer's store, and also when they denied that goods were sold in unbroken packages, from the wharfboat and from the store, to parties in the town and up and down the river, and when they testified that they did not sell goods at and below cost.

To examine their testimony a little. Question to J. L. Martin:

Do you undertake to say that you know nothing of any goods having been sold under cost?

A. "No, sir; I have no knowledge of any goods being sold under cost" (R. p. 458).

From his position in Cohn's store he must have known that fact, if it be a fact.

Rous, Egelly and Pittman testified it was a fact that goods were sold to them at less than cost (R. pp. 22–23).

It is also proved by W. J. Arrighi (R. pp. 267–273).

Cohn testified that he sold a considerable lot of goods to D. Morris, his brother's partner, and his own former partner, *for cost*, and shipped them down the river to him (R. pp. 559).

J. L. Martin testified that he did not know that any goods were shipped down the river or sent to Meyer's store (R. pp. 459).

Arrighi says: "I have seen boxes come in there (Meyer's store) that had erasures on them—where a name had been scratched off and a new one put on."

Q. Did the name look like it had been freshly done?

A. "Oh, yes, sir."

Q. In whose handwriting did that seem to be done?

A. "I *know some of it was in Martin's* handwriting and some was Leddy's and some was my own brother's. * * *

Q. At the time you left Simon Cohn, had he commenced shipping his goods up and down the river?

A. "Oh, yes, sir; *before he came back even, goods were going up and down the river. Martin* was attending to the business for him."

Q. Where had Cohn been?

A. "He had been off buying goods."

Q. Was it your understanding that these goods were being reshipped up and down the river by *Martin?*

A. "Yes, sir."

Q. Martin was reshipping these goods as they arrived?

A. "Yes, sir," (R. p. 255).

W. D. Arrighi says he "was employed by Johnnie Martin while Cohn was absent buying goods. Martin was general manager, book-keeper, etc. That Manfred Meyer came with Cohn, when he returned. Cohn had been absent buying goods. Bought a large stock in the fall of 1880. * * * "Well, it was about September—the early

part of September—that they began to reship goods up and down the river."

Q. Did Martin have any knowledge of this?

A. "Well, I should think so, occupying the position he did." * * * Witness says Martin kept an account of all the goods that went out and supervised the business generally (Record, p. 262).

"Oh, yes. I marked goods for all these parties. Marx Stockner, September 21, E. Stockner and C. L. Callman & Co. in September, also Dreyfus, that was in October" (Record, p. 264).

The shipments in September were made prior to Cohn's return form the north.

Q. Wash Stewart has testified he drayed a great many goods from Simon Cohn's brick store to Manfred Meyer's store, both in the day and in the night, as late as 9 o'clock?

Q. Have you any knowledge of the transferring of goods from Simon Cohn's brick store to Manfred Meyer's store?

A. "Yes, sir; there were goods haulded there" (Record, p. 265).

Q. Were the goods put up in boxes that were hauled from Cohn's brick store to M. Meyer's?

A. "Yes, sir" (Record, p. 266).

Q. Did John L. Martin know of goods being sent over to Manfred Meyer's store?

A. "Yes, sir." (Record, p. 266).

Q. I understand you to say, you would sometimes get orders from Simon Cohn, and sometimes from Johnnie Martin to box up goods and send them over to Meyer's store?

A. "Yes, sir." (Record, p. 266).

Q. Did you box up and send a good many over?

A. "Yes, sir; sent a good many over." * * * (Record, p. 266).

Q. Who usually selected the goods that were marked, packed and shipped to different parties?

A. "Cohn and *Martin*, together." * * * (Record, p. 270).

Q. Did Manfred Meyer select all the goods that were sent around there?

A. "No, sir." (Record, p. 270).

Who usually selected the goods for Meyer?

"Cohn."

Q. Simon Cohn?

"Yes, sir;" * * * "He" (Cohn), "had two sets of books" (Record, p. 270).

Please explain how these goods were distributed when they were opened after they were received at Cohn's store.

"They were opened out and marked and divided in four lots. Stockner got a portion, Meyer a portion, C. L. Callman & Co. got a portion, and a portion remained in the store. What was not sold remained in the house. Witkowski also bought some. The goods were laid in four piles until we got through marking them. Then we received instructions from either *Martin* or *Cohn*, sometimes both talking at once, how to mark the goods and who to ship them to." (Record, p. 272).

Cohn testified as follows:

Where did he (Meyer) get the goods to put in that store?

"I don't know, it was none of my business to find out."

Do you swear you do not know anything about the goods that were taken to this store?

"I don't know anything about it.,'

You swear he never received any goods from your store?

"I don't know. That is the best way to get at it."

* *

Who brought the goods to the store?

"I don't know anything about Mr. Meyer's business. I had nothing to do with it."

Who was his drayman?

"I don't know."

Who did he have for clerks after he opened up his store here?

"I do not know, sir (Record, pp. 596, 597).

Fisher and Arrighi, went from Cohn's store to Meyer's and Arrighi testified that Cohn first spoke to him about going to work for Meyer, telling him what wages he was to get (R. pp. 252, 253).

Q. Do you swear that Manfred Meyer did not get all the carpets from your store, that he opened up with on Lake street?

A. "I want to know what all this testimony is for; I am under oath all the time, and what I say is true "(R. p. 597).

Do you refuse to answer my question?

A. "I won't answer the question until I know whether I am a sworn witness or not. I think I was sworn."

Didn't you order your clerks to send, by Wash Stewarts's dray, goods from your store to Manfred Meyer's store?

"No, sir; I did not,"

Do you swear that neither you nor your clerks sent any goods any time from your store to Manfred Meyer's store?

"I cannot swear for my clerks, but I can swear for myself, that I did not send any goods from my store."

Why is it that you cannot state whether or not your clerks or employes sent any goods to Manfred Meyer's store?

"They did not do so to my knowledge; if they did, I did not know it."

When and how did the goods go from your store to Manfred Meyer's store?

"Well, I don't know how they went. They may have

gone in drays or in wagons or in small packages; I don't know how they went, if they went."

Do you swear that there was not in Manfred Meyer's store any goods of any kind which had been ordered there by you?

"Yes; I do" (R. p. 597).

The testimony of the witness, Arrighi, contradicts this flatly. So does the testimony of Mr. and Mrs. Campbell already quoted, and O'Brien's. Wash Stewart, the drayman, testified as follows: "I also drayed for Manfred Meyer." * * * "I did all his draying until he and Mr. Cohn went into partnership, then I did the draying for both of them. * * * Cohn always gave me orders to stop at his store first. He would take off of the loads what goods he wanted, and would send the rest over to Meyer's, whether they had his own or Meyer's name on." * * * "All the time Cohn had goods hauled to Meyer's from his store." * * * "Every two or three days, whenever he would get a bill of goods, they always divided up. This was kept up until Cohn failed. All this was done before the store was attached." * * * He says: "There were some twenty or thirty dray loads." * * * I hauled all the goods at the direction of Simon Cohn. He always settled all the bills for hauling to both stores, for the first big lot of goods. What came from the wharfboat in Meyer's name, Meyer paid for, and *for the hauling between the stores.* I have seen Simon Cohn's goods in Meyer's store lots of times." * * * "Sometimes Cohn would only take one or two boxes off of a load, which all had his name on them, and send the others to Meyer" (R. p. 180). "He (J. L. Martin) was there and oversaw the packing of goods that were sent over to Meyer. He was head clerk at Simon Cohn's "(R. p. 181).

Again Cohn testified as follows: Did you sell Mr. Manfred Meyer the stock with which he opened that business?

"No, sir; when he came up here he bought a stock. *I did not think he and me was on good terms.*" O. J. Arrighi says Manfred Meyer made his home at Cohn's house but slept at the store. The furniture came from Cohn's brick store and the bedding from Cohn's house.

He says: "Then Cohn came to me and spoke to me about Meyer going to open up a store and if I went with him I would get the same wages he was giving me. I met Meyer that night or the following and he asked me if I was going to work for him," etc. (R. p. 253).

He says Cohn and Meyer came to Providence together in the latter part of September, 1880. Martin told him Meyer was going to open up a store and suggested to witness he might get business there. Soon afterwards Cohn "told me that Meyer was going to open up his store, and that he was a nice man to work for," etc. (R. p. 258).

He says when he went to the store, there were a few unopened boxes of dry goods in the store and that immediately after this large quantities of merchandise were brought there, amounting to upward of $10,000. (R. pp. 252, 256).

Q. And you say you think the bulk of the goods came from Simon Cohn's store?

A. "I don't think it, I know it" (R. p. 275).

Is it possible to believe Cohn's statement that he and Martin were not on good terms?

Again Cohn testified: "I don't know what amount was there," (Boatmen's Bank in St. Louis), "but I saw *Mrs. Steinhart go to the bank and draw interest;* if I am not mistaken she drew some of that out when her daughter got married, I am not certain. The bank can tell you." What year was this you went to the bank with Mrs. Steinhart and drew this interest? "I think it was either in 1875, or 1876, or 1874. I don't remember, but it was in one of these three years. *I was present when she got the money*" (R. p. 553).

The officers of that bank have testified in this case. From their testimony and their books, it is certain that Simon Cohn has not told the truth. Wm. H. Thomson, the cashier of the bank during the last seventeen years, says "that Mrs. Henrietta Steinhart did, on the *31st day of August, 1877*, deposit with this bank five thousand dollars, and we issued to her order our certificate of deposit, No. 18,542, for $5,000, payable eight months after date with interest at the rate of five per cent. per annum." * * * "This said certificate, No. 18,542, Boatmen's Saving Bank, for $5,000, dated August 31st, 1877, and payable to the order of Henrietta Steinhart, *was sent* to us for collection by the banking house of Henry F. J. Ricker, of Quincy, Ill., in their letter of April 29th, 1878, and *on the 30th day of April, 1878, we paid the same*, by passing to the credit of said Ricker $5,000 principal and *$166.67 interest on same*, in all $5,166.67, and the said certificate is now in possession of this bank, stamped "*paid*," and bears the following endorsements: Henrietta Steinhart, S. J. Lesem Bro. & Co., and "pay to the order of W. H. Thomson, cashier, for collection account of Henry F. J. Ricker, Quincy, Ill.; Henry F. J. Ricker." And this is the only transaction either Mr. or Mrs. Steinhart ever had with that bank (Record, pp. 165-6, 512).

This is corroborated by the testimony of A. E. Meysenburg, teller of the Boatmen's Saving Bank, and by the testimony of W. A. Clendenin, assistant cashier, and note and discount clerk of said bank (R. pp. 166, 167, 168, 514).

It is submitted that Simon Cohn and J. L. Martin and Henrietta Steinhart have shown themselves to be unworthy of belief.

Mrs. Steinhart having taken possession without the formality of administration of all the property her husband left at his death, if he left any, she must have known what and how much, if anything, it was.

There can be no honest excuse for her attempting to make out that she or her husband, or both together, had $10,000 from the deposits in Ricker's Bank, the Boatmen's Saving Bank, and with Lesem. Neither is it possible she could have been honestly mistaken in saying that she and her husband, when they went to Louisiana in 1877 carried with them $5,000 from the Boatmen's Bank, and at the same time had another sum of $5,000, or more, in Ricker's Bank, or with Lesem. Because it is clearly established by the undisputed evidence of impartial witnesses and from the records of the banks, that the $5,100 which first appears in Ricker's Bank October 2nd, 1876, remained in that bank till August 28th, 1877, and that $5,000 of that sum was three days thereafter (August 31st) deposited in the Boatmen's Bank, where it remained till April 30th, 1878, when it, with $166.67 interest went back in Ricker's Bank. Between April 30th and May 6th, 1878, $466.67 of that fund was withdrawn, and the balance, $4,700, was deposited earning interest in Ricker's Bank, where it remained till August 6th, 1878, when it was paid, with interest earned, to Henrietta Steinhart, or possibly on her order to Lesem, her nephew. It is not impossible that this $4,700 remained in Lesem's hands from August 6th, 1878, to August 23rd, 1881, but it seems certain that if that was so, then neither Mrs. Steinhart nor her husband either carried with them to Louisiana, or had there at any time prior to April 20th, 1882, more than $400 of the principal and the interest from time to time earned on the fund which had been at any time in the Boatmen's Bank, or in Ricker's Bank, or with Lesem. The strong probability would seem to be that she spent long before 1881 the $4,700 she got from Ricker's Bank August 6th, 1878.

It is impossible upon any theory to reconcile the testimony of Mrs. Steinhart with the facts otherwise indisputably established. Moreover if we disregard the many con-

tradictions and inconsistencies of her statements, she says that only $3,500 of the $4,700 sent her by Lesem on the 20th of April, 1882, was invested in any of the property here sought to be subjected, and that that sum ($3,500) was invested in the Spinetti or Chaffee property.

The testimony of the officers of the Boatmen's Saving Bank and of Ricker's Bank prove beyond doubt that neither she nor her husband brought any money from the Boatmen's Bank when they came to Louisiana.

Ricker proves that he paid her $4,700 in August, 1878.

It will be noticed that the sums deposited at the two banks is the only money mentioned in the testimony, and that Joseph Steinhart had withdrawn from business on account of his health.

Mrs. Steinhart testified in the suit of her daughter v. S. Cohn (and this testimony is in evidence in this case) that Mr. Steinhart gave Cohn $1,000 just before they came to Louisiana. "This," says she, "was given to Mr. Cohn by her father, *who was then living*. After they came down here she (Mrs. Steinhart), gave to her daughter $2,000, which her daughter gave to to Mr. Cohn. I don't remember the exact year. Afterwards *in 1878*, during the epidemic, she gave her daughter $1,000 more, which she gave to her husband, Mr. Cohn" (R. pp. 233, 235).

Does not this testimony account for a large portion of the money she had?

She says Joseph Steinhart bought some lots (Cohn says he gave $400 for them) and built two small houses on them. She says that she traveled North and visited the springs and Cooper's Wells in the summer. These expenses, and those of her husband's last illness and of his funeral, had to be provided for.

These facts prove that she did not have of her own even the $4,700 for which Lesem executed his note *dated* in 1881 and paid *1882*, long after Cohn's failure.

It is submitted that the several pieces of property

mentioned in the bills of complaint standing in the name of Mrs. Steinhart, should be decreed to be the property of Simon Cohn and be subjected to the payment of his debts; that the personal representatives of Henrietta Steinhart should be decreed to account to appellants for the merchandise and personal property mentioned in the bills and for the rents and revenues of the aforesaid property.

EDWD. CUNNINGHAM, JR.,

for Appellants.